



V3 CONSULTING
ENGINEERS



**DEPARTMENT OF CO-OPERATIVE
GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN
CAPE (COGHSTA)**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE
CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

JULY 2022

EMPLOYER:

**THE HEAD OF DEPARTMENT
CoGHSTA
PRIVATE BAG X5005
KIMBERLEY
8300**

CONSULTING ENGINEERS:

**V3 CONSULTING ENGINEERS (PTY) LTD.
P O BOX 1178
KIMBERLEY
8300**

TENDERER:

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

| | |
|---|----------------------------|
| CLOSING DATE: FRIDAY, 22 JULY 2022 | CLOSING TIME: 11H00 |
|---|----------------------------|

NAME OF TENDERER*

CONTACT PERSON*

ADDRESS*
.....
.....
.....

TEL NO*

FAX NO*

E-MAIL ADDRESS*

CIDB GRADING*

CIDB REGISTRATION NO*

NHBRC REGISTRATION NO*

B-BBEE LEVEL*

CSD REGISTRATION NO

TENDER AMOUNT, EXCL. VAT* R

TENDER PERIOD* weeks

(TO BE COMPLETED BY TENDERER)*

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

GENERAL TENDER INFORMATION:

| | |
|---|--|
| INVITATION DATE | FRIDAY,01 JULY 2022 |
| REQUIRED GRADING | 3GB or higher CIDB Grading and NHBRC registration |
| CLARIFICATION MEETING (NON-COMPULSORY) | WEDNESDAY, 06 JULY 2022 at 10H00 at the ONLINE TEAMS |
| CLOSING DATE | FRIDAY, 22 JULY 2022 |
| CLOSING TIME | 11H00 |
| CLOSING VENUE | Tender Box at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301. |

The Tender Documents (which include the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, the Tender No. and title and the closing date indicated on the envelope. The sealed envelope must be handed in at the Tender Box at the **CoGHSTA KIMBERLEY** Offices. Tenders will be opened directly after closing. Due to a two-stage evaluation process tender prices will **NOT** be read out.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

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V3 CONSULTING
ENGINEERS



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

VOLUME 1



V3 CONSULTING
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COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

THE TENDER



**V3 CONSULTING
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Human Settlement & Traditional Affairs

PART T 1: TENDER PROCEDURES

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T 1.1:

**TENDER NOTICE AND
INVITATION TO TENDER**

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENT AND TRADITIONAL AFFAIRS NORTHERN CAPE INVITES TENDERERS FOR ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT.

1. CoGHSTA hereby invites tenders for ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT.
2. Only NHBRC and CSD registered tenderers with a CIDB grading of 3GB or HIGHER are eligible to submit tenders.
3. A NON-COMPULSORY site briefing will be held on WEDNESDAY, 06 JULY 2022 at 10H00. Tenderers are requested to meet in the ONLINE TEAMS Tender documents will be available from the COGHSTA WEBSITE. A site inspection can be arranged with Region on appointment within 5 working days.

<https://eur02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253a66c7a9bb43f548d6b77d5116272d46a1%2540thread.tacv%2F1656656931067%3Fcontext%3D%257b%2522id%2522%253a%252288c19a74-3c3b-445a-87e0-94c155bc09cf%2522%252c%2522oid%2522%253a%2522e9d2bce9-4fa8-4fb2-adf0-856236c17666%2522%257d&data=05%7C01%7Cphilip.loots%40v3consulting.co.za%7Cc183887db32a46868c2d08da5b319baf%7Cea85de4d1361445c81ed4b45fb643365%7C0%7C0%7C637922565990313764%7CUnknown%7CTWFpbGZsb3d8eyJWljoiMC4wLjAwMDAiLCJQJjoiV2luMzliLjBtIiI6IjEhaWw1LCJXVCi6Mn0%3D%7C3000%7C%7C&data=qLLmGFZRnBfQDBvFVAVwNbzKfqbJLSmGKsynn%2FmBzP1%3D&reserved=0>

4. Tender documents are available FROM THE COGHSTA WEBSITE
5. The tender requires tenderers to submit a proposal for ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT.
6. General enquiries relating to this tender should be addressed to Tebogo Monoametsi of CoGHSTA, Tel: (053) 807-9713, e-mail: TMonoametsi@ncpg.gov.za and technical enquiries to Philip Loots of V3 Consulting Engineers, Tel: (087) 295-6020, e-mail: philip.loots@v3consulting.co.za.
7. Please note:

- Preference will be given to construction companies who are owned by Women, Youth & Persons with Disabilities.
- Functionality and 80/20 principle evaluation criteria will apply. Based on functionality the tenderer should score 70 or more on the following criteria to be further evaluated:

| Functionality | Criteria | Weight |
|---------------|---------------------------|--------|
| 1. | Experience of Tenderer | 25% |
| 2. | NHBRC Registered Engineer | 10% |
| 3. | Project Staff Experience | 40% |
| 4. | Plant and Equipment | 10% |
| 5. | Woman and Youth Owned | 10% |
| 6 | Location | 5% |
| TOTAL | | 100% |

- Documents to be submitted with the tender document: An original valid Tax Clearance Certificate or certified copy inclusive of verification PIN, NHBRC certificate, Copy of CSD Registration summary report, B-BBEE Status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor. Audited financial statements for the last three years also to be submitted with the tender document.
- The requirements of the Preferential Procurement Regulations, 2017 (Government Gazette No. 10684) shall also apply, together with all other requirements as set out in the Tender Data.
- Failure to comply with above requirements will result in automatic disqualification of the bidder.
- CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. CoGHSTA does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.
- Tenders will be opened directly after closing. Due to a two-stage evaluation process tender prices will NOT be read out.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**



LOCALITY PLAN

CLARIFICATION MEETING VENUE: ONLINE TEAMS



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T 1.2: TENDER DATA

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

T 1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

| Clause Number | Tender Data |
|----------------------|--------------------|
|----------------------|--------------------|

| | |
|------------|----------------|
| F.1 | General |
|------------|----------------|

| | |
|--------------|----------------|
| F.1.1 | Actions |
|--------------|----------------|

Add the following to F.1.1:

The Employer is CoGHSTA.

| | |
|--------------|-------------------------|
| F.1.2 | Tender Documents |
|--------------|-------------------------|

Add the following to F.1.2:

“The following documents form part of this contract:

- (i) The General Conditions of Contract (GCC) for Construction Works (3rd Edition) 2015, as published by the South African Institution of Civil Engineering. This publication is available and Tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel.: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.
- (ii) The SANS Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards. These publications are available and Tenderers must obtain copies at their own cost from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001.

The above may also be inspected, by appointment, at the offices of the Employer’s Agent during normal office hours.

The Tender Documents issued by the Employer comprise:

Volume 1: The Tender Document (this document), in which is bound:

The Tender

Part T 1: Tendering Procedure

T 1.1 Tender notice and invitation to tender
T 1.2 Tender data

Part T 2: Returnable Documents

T 2.1 List of returnable documents
T 2.2 Returnable Schedules

The Contract

Part C 1: Agreement and Contract Data

C 1.1 Form of Offer and Acceptance
C 1.2 Contract Data
C 1.3 Form of Guarantee
C 1.4 Occupational Health and Safety Agreement
C 1.5 Contract of Temporary Employment as Community Liaison Officer

Part C 2: Pricing Data

C 2.1 Pricing Instructions
C 2.2 Calculation of Fixed Price

Part C 3: Scope of Work

C 3.1 Description of the Works
C 3.2 Engineering Drawings
C 3.3 Construction Work Specifications: Project Specifications
C 3.4 Management
C 3.5 Annexures

Part C 4: Site Information

C 4.1 Site Information

Volume 2: Drawings (listed in C 3.2: Engineering Drawings)

Volume 1 is deemed the "**Returnable Document**" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and Employer's Agent

Add the following to F.1.4:

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's Agent in writing to Tenderers will be regarded as amending the Tender Document.

The Employer's Agent is:

Name: MR PORSCHE SEKHUKHUNE
V3 CONSULTING ENGINEERS (PTY) LTD.
P O BOX 1178
KIMBERLEY, 8300
Tel.: (053) 004 0430
Fax: (053) 831 2460
E-mail: porsch.sekhukhune@v3consulting.co.za

F.1.6.2 **Competitive Negotiation Procedures**

Add the following to F.1.6.2:

A competitive negotiation procedure will **not** be followed.

F.1.6.3 **Proposal Procedure using the Two-Stage System**

Add the following to F.1.6.3:

A two-stage system will be followed.

F.2 Tenderer's Obligations

F.2.1 **Eligibility**

Add the following to F.2.1:

Only those Tenderers who satisfy the following criteria are eligible to submit tenders:

Construction Industry Development Board (CIDB) Contractor Registration

Only Tenderers who are registered with the CIDB, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **3GB** Class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. The Joint Venture is registered as a joint venture on the CoGHSTA database;
2. Every member of the Joint Venture is registered with the CIDB;
3. The lead partner has a Contractor grading designation in the **3GB** Class of construction work;
4. The combined Contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3GB** Class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, Tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the Contractor Grading Designations see **Annex G** attached.

F.2.7 **Clarification Meeting**

Add the following to F.2.7:

Clarification site or information meetings are **non-Compulsory**. Tenders will not be accepted from Tenderers who have not attended the compulsory site or information meetings. Tenderers who arrive 15 (fifteen) minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If the Tenderer is delayed, he must inform the Contact Person before the meeting commences and will only be allowed to attend the meeting if the Chairperson of the meeting, as well as all the other Tenderers attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory clarification site or information meeting.

Tenderers should be represented at the compulsory clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.9 **Insurance**

Add the following to F.2.9:

The Employer will provide **no** insurance.

F.2.10 **Pricing the Tender Offer**

F.2.10.3 *Add the following to F.2.10.3:*

The tendered Fixed Price will **not** be subject to escalation.

See C 1.2: Contract Data: Part 1: Data Provided by the Engineer: Clause 6.8.2.

F.2.13 **Submitting of a Tender Offer**

Add the following to F.2.13.1:

Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Replace sub-clause F.2.13.2 with the following:

Return all returnable documents to the Employer after completing them in their entirety by writing in **non-erasable black ink**.

Add the following to F.2.13.3:

Parts of each Tender offer communicated on paper shall be submitted as an original **plus 1 (ONE) electronic scanned copy on a flash/dvd drive**.

Add the following after the first sentence of F.2.13.4:

The tender shall be signed by a person duly authorised to do so. Tenders submitted by Joint Ventures of 2 (two) or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a public notary 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.

Add the following to F.2.13.5:

The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender closure: Tender Box, COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

Identification details:

TENDER NUMBER: **NC/03/2022**
TITLE OF TENDER: **ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT**

Sealed tenders with the Tenderer's name and address and the endorsement:

"TENDER NUMBER: **NC/03/2022: ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT**" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

Add the following to F.2.13.6:

A two-envelope procedure will **not** be followed.

Add the following to F.2.13.9:

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

Add the following to F.2.13.10:

By signing the offer part of C 1.1: Form of Offer and Acceptance, the Tenderer declares that all information provided in the Tender submission is true and correct.

F.2.15 Closing Time

Add the following to F.2.15.1:

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 Tender Offer Validity

Add the following to F. 2.16.1:

The tender offer validity period is **90 (ninety)** days from the closing date.

F.2.17 Clarification of Tender Offer after Submission

Add the following to F.2.17:

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification. A tender will also be rejected as non-responsive if the Tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

F.2.18 Provide Other Material

F.2.18.1 *Delete the word "notarised"*

Add the following to F.2.18.1:

Provide, on written request by the Employer, where the tendered amount exclusive of VAT **exceeds R 8, 695, 652.17 (Eight Million, Six Hundred Ninety-Five Thousand Six Hundred Fifty-Two Rand and seventeen Cents):**

- i) audited annual financial statement for 3 (three) years, or for the period since establishment if established during the last 3 (three) years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate signed by the Tenderer 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 (thirty) days;
- iii) particulars of any contracts awarded to the Tenderer by an organ of state during the past 5 (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.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.19 Inspection, Tests and Analysis

Add the following to F.2.19:

Access shall be provided for the following inspections, tests and analysis: **Site investigation.**

F.2.20 Submit Securities, Bonds, Policies, etc.

Add the following to F.2.20:

The successful Tenderer will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been taken out and provide proof of premium payments to the satisfaction of the Employer.

F.2.22 Return of Other Tender Documents

Add the following to F.2.22:

Return all retained tender documents and drawings within 28 (twenty-eight) days of the expiry date of the validity period.

F. 2.23 Certificates

Add the following to F.2.23:

The Tenderer is required to submit with his tender:

F.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.3 **Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017 (Government Gazette No. 10684)

A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017 (Government Gazette No. 10684).

F.2.23.4 **NHBRC Registration**

A NHBRC Registration is **compulsory** for this contract.

F.3 The Employer's Undertakings

F.3.2 **Issue Addenda**

Add the following to F.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 **Opening of Tender Submissions**

Add the following to F.3.4.1:

The time and location for opening of Tender Offers is as follows:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

F.3.5 **Two-envelope System**

Add the following to F.3.5:

The 2 (two) - envelope procedure will **not** be followed.

F. 3.8 **Test for Responsiveness**

Add the following Sub-Clause F.3.8.3:

Tenders will be considered non-responsive if, inter alia:

- a) the tender is not in compliance with the Scope of Work;
- b) the Tenderer does not comply with the CIDB contractor grading designation specified in F.2.1 **above**.
- c) the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.
- d) the Tenderer is not registered with the NHBRC.
- e) The tenderer does not submit proof of CSD database registration
- f) the Joint Venture is not registered on the CoGSTA database.

Arithmetical Errors, Omissions and Discrepancies

Amend Sub-Clauses F.3.9.1 & F.3.9.2 to read as follows:

"F.3.9.1 Check the highest ranked Tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 and check only the Summary: Calculation of Tender Sum for:

- a) The gross misplacement of the decimal point in any rate; or
- b) Arithmetical errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity
or
 - ii) the summation of the amounts.

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amount in words and the amounts in figures, the amount in words shall govern;
- b) If, in the Summary: Calculation of tendered Fixed Price 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.
- c) Where there is an error in the total of the amounts 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 unit rates to achieve the Tendered total of the amounts.

Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above."

F.3.11 **Evaluation of Tender Offers**

F.3.11.1 **General**

Add the following to F.3.11.1:

Functionality will be scored and a minimum of 70 out of the possible 100 is required to be evaluated any further.

Table F3.11.1.1 – Functionality Evaluation Criteria

| Functionality | Criteria | Weight |
|---------------|---------------------------|--------|
| 1. | Experience of Tenderer | 25% |
| 2. | NHBRC Registered Engineer | 10% |
| 3. | Project Staff Experience | 40% |
| 4. | Plant and Equipment | 10% |
| 5. | Woman and Youth Owned | 10% |
| 6. | Location | 5% |
| TOTAL | | 100% |

Table F3.11.1.2 – Criteria 1: Experience of Tenderer

| Sub-Criteria: | Points Awarded |
|---|----------------|
| Completion of at least 5 projects of similar scope, with project values of R0.5 million or greater, in the last 5 years, supported by contactable references. | 25 |
| Completion of at least 4 projects of similar scope, with project values of R0.5 million or greater, in the last 5 years, supported by contactable references. | 20 |
| Completion of at least 3 projects of similar scope, with project values of R0.5 million or greater, in the last 5 years, supported by contactable references. | 15 |
| Completion of at least 2 projects of similar scope, with project values of R0.5 million or greater, in the last 5 years, supported by contactable references. | 10 |
| Completion of at least 1 projects of similar scope, with project values of R0.5 million or greater, in the last 5 years, supported by contactable references. | 5 |
| 1.Total possible points for Experience of Tenderer | 25 |

Table F3.11.1.3 – Criteria 2: NHBRC Registered Engineer:

| Sub-Criteria: | Points Awarded |
|---|----------------|
| More than 10 years of experience in the built environment. | 10 |
| At least 7 years of experience in the built environment. | 6 |
| At least 5 years of experience in the built environment. | 3 |
| 2.Total possible points for NHBRC Registered Engineer: | 10 |

Table F3.11.1.4 – Criteria 3: Project Staff Experience

| Sub-Criteria: | Points Awarded |
|--|-----------------------|
| 3.1 Project Manager: | |
| More than 10 years of experience in project management. | 10 |
| At least 7 years of experience in project management. | 6 |
| At least 5 years of experience in project management. | 3 |
| Total possible points for Project Manager | 10 |
| 3.2 Site Agent: | |
| More than 7 years of experience in the built environment, with particular experience in the required discipline. | 10 |
| At least 5 years of experience in the built environment, with particular experience in the required discipline. | 6 |
| At least 3 years of experience in the built environment, with particular experience in the required discipline. | 3 |
| Total possible points for Site Agent | 10 |
| 3.3: Safety Officer | |
| NQF level 5 certificate with at least 2 years' experience.in the required discipline. | 3 |
| Total possible points for Safety Officer | 3 |
| 3.4 SHE representative: | |
| NQF level 2 certificate with at least 6 months' experience.in the required discipline. | 2 |
| Total possible points for Site Agent | 2 |
| 3.5 Artisans/Specialists (CVs to be attached to claim points): | |
| Bricklayers – 5 or more years of experience in the required discipline. | 5 |
| Plumbers – 5 or more years of experience in the required discipline. | 5 |
| Carpenters – 5 or more years of experience in the required discipline. | 5 |
| Electricians – 5 or more years of experience in the required discipline. | 5 |
| Total possible points for any 3 will amount to 15 points | 15 |
| 3.Total possible points for Project Staff Experience | 40 |

Should the person identified for a specific position not be in the employment of the tenderer, a signed letter providing availability and/or memorandum of understanding should be attached.

Table F3.11.1.5 – Criteria 4: Plant and Equipment

| Sub-Criteria: | Points Awarded |
|---|-----------------------|
| The tenderer owns all plant and equipment required for the scope and size of the project, supported by proof of ownership. | 10 |
| The tenderer owns more than 50% of plant and equipment required for the scope and size of the project, supported by proof of ownership. | 8 |
| The tenderer owns less than 50% of plant and equipment required for the scope and size of the project, supported by proof of ownership. | 7 |
| The tenderer indicated that all plant and equipment required for the scope and size of the project will be hired. | 5 |
| The tenderer provided no specification on plant and equipment. | 0 |
| 4.Total possible points for Plant and Equipment | 10 |

Table F3.11.1.6 – Criteria 5: Woman and Youth Owned

| Sub-Criteria: | Points Awarded |
|--|----------------|
| Construction companies who are owned by Women and Youth. | 10 |
| 5.Total possible points for Woman and Youth Owned | 10 |

Proof of ownership should reflect on tenderer's CSD summary or shareholders certificate should be attached to obtain points.

Table F3.11.1.7 – Criteria 6: Location

| Sub-Criteria: | Points Awarded |
|---|----------------|
| Office Situated withing the northern cape | 5 |
| 5.Total possible points for Location of office | 5 |

Proof of Office should be provided in the form of a lease agreement or Municipal Account.

The procedure for the evaluation of responsive tenders is **Method 2: Financial Offer and Preference** in accordance with F.3.11.3.

F.3.11.7

Scoring Financial Offers

Add the following to F.3.11.7:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80 (eighty)** points.

A maximum of **80 (eighty)** tender evaluation points (W_1) will be scored for Financial Offers from responsive tenders under consideration scoring points according to the formula:

$$N_{FO} = W_1 \times \left[1 - \frac{(P - P_m)}{P_m} \right] \text{ where,}$$

N_{FO} = Number of tender evaluation points awarded for Financial Offer
 W_1 = Maximum tender evaluation points awarded for Financial Offer = **80 (eighty)** points

P = Financial Offer = Tender Sum (including VAT, contingencies, provisional sums and escalation) = the comparative offer of the tender offer under construction

P_m = Lowest Tender Sum (including VAT, contingencies, provisional sums and escalation) = the comparative offer of the most favourable comparative offer.

F.3.11.8

Scoring Preferences

Add the following to F.3.11.8:

Points will be awarded to Tenderers who are eligible for preferences in terms of Schedule 21: NCP 6.1: Preference Points Claimed where preferences are granted in respect of B-BBEE contribution.

The terms and conditions of Schedule 21: NCP 6.1 shall apply in all respects to the Tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 21 NCP 6.1 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Enterprises with an annual turnover less than R10 million qualify as an Exempted Micro Enterprise (EME) and are exempted from being measured on a BEE scorecard.
- Verified B-BBEE status level of contributor in terms of the new B-BBEE Codes of Good Practice 2013 (published in Government Gazette of 11 October 2013)
- Non-compliant contributor'
- Up to 20 (twenty) tender evaluation points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EME's)

| Black Ownership | Deemed B-BBEE Status Level of Contributor | Number of Points (Np) |
|-----------------|---|-----------------------|
| 100% | 1 | 20 |
| ≥51% | 2 | 18 |
| <51% | 4 | 12 |

B-BBEE Status Level of Contributor

| B-BBEE Status Level of Contributor | Number of Points (Nn) |
|---|-----------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor ¹⁾ | 0 |

1): A non-compliant contributor is one who does not meet the minimum score for a Level 8 contributor or who is not verified in terms of the Construction Sector Charter.

Add the following new sub-clause F.3.11.10:

Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No Tenderer will be recommended for an award unless the Tenderer has demonstrated that he/she has the resources and skills required.

F.3.13 Acceptance of Tender Offer

Add the following to F.3.13:

The Employer reserves the right to with draw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting the lowest or only tender.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or poof hat he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) 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;
- (c) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
- (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F.13.16 Notice to unsuccessful Tenderers

Replace the heading above with:

Notice to successful and unsuccessful Tenderers

Replace sub-clause F.3.16.2 with the following:

The Employer shall, at the same time as notifying the successful Tenderer of the Bid Adjudication Committee's decision to award the tender to the successful Tenderer, also give written notice to the other Tenderers informing them that they have been unsuccessful.

F.3.17 Provide copies of the contract

Add the following to F.3.17:

The number of paper copies of the signed contract to be provided by the Employer is **1 (One)**.

F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act (Act 85 Of 1993)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 where applicable, 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.

The Contractor will not be allowed to start with any construction works until his Health and Safety Plan is approved by the Health and Safety Agent.

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 C 1.4 of the Contract document) and a letter of good standing from the Compensation Commissioner, or a licensed Compensation Insurer, within 14 (fourteen) days after the Commencement Date of the Contract.

F.4.2 Eligibility with respect to Expanded Public Works Programme

This Contract does not qualify for consideration as an Expanded Public Works Program project, but the Contractor shall make use of local labour as far as possible. Where manual labour is required, remuneration must be paid according to the minimum wages for the region and in accordance with the latest published "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)". Monthly project reporting will be done on all the EPWP reporting documentation attached in Annexure A of Part 3: Scope of Works of this Tender Document.

F.4.3 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 after the submission of any tender and the Tenderer shall be deemed to have:

- (a) Inspected the Contract Drawings and read and fully understood the Conditions of Contract;
- (b) 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;
- (c) 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 the limitations or restrictions that may be imposed by the Municipality or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (d) Requested the Employer or his duly authorized 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.
- (e) Received any Addenda to the tender documents which have been issued in accordance with the Employer's supply Chain Management Policy.

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's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

F.4.4 Community Liaison Officer

It is a requirement of the Contract that a Community Liaison Officer (CLO) for the project shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C 1.5: Contract of Temporary Employment as community Liaison Officer.

F.4.5 **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 (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (Form C 1.1: Part C 1: Agreement and Contract Data);
- (b) If the tender is not completed in non-erasable black ink;
- (c) If the Form of Offer and Acceptance is signed, but the name of the Tenderer is not stated or is indecipherable.

F.4.6 **Negotiations with preferred Tenderers**

The Employer may negotiate the final terms of a contract with Tenderers identified through a 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 quotation as submitted.

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

F.4.7 **General Supply Chain Management Conditions applicable to tenders**

In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - full name;
 - **identification number or company or other registration number; and**
 - **tax reference number and VAT registration number, if any;**
 - Certificate of attendance at a compulsory site inspection, where applicable

- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

 - a person who is in the service of the state;
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - an advisor or consultant contracted with the Employer; or

- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, Tenderers shall complete Schedule 2, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.8 **Combating abuse of the Supply Chain Management Policy**

In terms of the Its Supply Chain Management Policy, the Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:

- failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
- abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- been convicted of fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
- been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

F.4.9 **UIF payments**

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.

F.4.10 **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.

F.4.11 **Price Variations**

The tendered Fixed Price shall **not** be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.4.12 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hard-copy. An electronic version of the issued tender documents may be made available to the Tenderer, upon written request in terms of this clause, subject to the following:

- electronic copies of the contract document, or parts thereof, will only be provided to Tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy;
- the electronic version shall not be regarded as a substitute for the issued tender documents;

- (c) the Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered;
- (d) the Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notice or addenda that amend the tender document;
- (e) any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F. 2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.13 **Minimum Wages**

The Tenderer is drawn to the fact that minimum wages must be paid in terms of the relevant legislation.

F.4.14 **Sub-Contracting**

- (a) The successful tenderer must subcontract a minimum of 30% of the value of the contract to:
 - i. an EME or QSE;
 - ii. an EME or QSE which is at least 51% owned by black people;
 - iii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iv. an EME or QSE which is at least 51% owned by black people who are women;
 - v. an EME or QSE which is at least 51% owned by black people with disabilities;
 - vi. an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
 - vii. a cooperative which is at least 51% owned by black people;
 - viii. an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - ix. more than one of the categories referred to in paragraphs (i) to (viii).

ANNEX F
(Normative)

STANDARD CONDITIONS OF TENDER

(As contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB): Standard for Uniformity in Construction Procurement) (See www.cidb.org.za)

F.1 GENERAL

F1.1 Actions

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

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

- 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.

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

F1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation 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 organisation which employs that Employee.
- b) **comparative offer** means the Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

F.1.4 **Communication and Employer's Agent**

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

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

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

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of 6 (six) months unless only one tender was received, and such tender was returned unopened to the Tenderer.

F.1.6 **Procurement procedures**

F.1.6.1 **General**

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

F.1.6.2 **Competitive negotiation procedure**

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

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

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

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

F.1.6.3 **Proposal procedure using the two stage-system**

F.1.6.3.1 **Option 1**

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

F.1.6.3.2 **Option 2**

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

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

F.2 **TENDERER'S OBLIGATIONS**

F.2.1 **Eligibility**

F.2.1.1 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 the Employer.

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

F.2.2 **Cost of tendering**

Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 **Check documents**

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

F.2.4 **Confidentiality and copyright of documents**

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

F.2.5 **Reference documents**

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

F.2.6 **Acknowledge addenda**

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

F.2.7 **Clarification meeting**

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

F.2.8 **Seek clarification**

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

F.2.9 **Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 **Pricing the tender offer**

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the Tender Data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.7 Seal the original tender offer in an envelope that states on the outside only the Employer's address and identification details as stated in the Tender Data.

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

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

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

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

F.2.15 **Closing time**

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

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

F.2.16 **Tender offer validity**

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

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 **Clarification of tender offer after submission**

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

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

F.2.18 **Provide other material**

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

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

F.2.19 **Inspections, tests and analysis**

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

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the Tenderer

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

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify 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 pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' Agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality or performance of the works, services or supply identified in the Scope of work,
- b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or

- c) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 **Arithmetical errors, omissions and discrepancies**

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or
 - ii) the summation of the prices.

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

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

- a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern, and the Tenderer will be asked to revise selected unit prices (and their rates if Bills of Quantities apply) to achieve the tendered total of the prices.

F.3.10 **Clarification of a tender offer**

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

F.3.11 **Evaluation of tender offers**

F.3.11.1 **General**

Appoint an evaluation panel of not less than 3 (three) persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 **Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.

- b) Recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked Tenderer and recommend the highest ranked Tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 **Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11. 7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

F.3.11.4 **Method 3: Financial offer and quality**

In the case of a financial offer and quality:

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

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

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

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

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

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

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

F.3.11.6 **Decimal places**

Score financial offers, preferences and quality, as relevant. To 2 (two) decimal places.

F.3.11.7 **Scoring Financial Offers**

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

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: **S_O** is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

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

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of Tender Offer

Accept the Tender Offer if, in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the Tender Data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14. Prepare contract documents

F.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.

F.3.14.2 Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.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.

F.3.16 Notice to unsuccessful Tenderers

F.3.16.1 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period.

F.3.16.2 After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

F.3.17 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.

F.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.

ANNEX G

Alpha-numeric associated with the Contract Grading Designations

| CONTRACTOR GRADING DESIGNATION | TENDER VALUE RANGE DESIGNATION | MAXIMUM VALUE OF CONTRACT THAT A CONTRACTOR IS CONSIDERED CAPABLE OF PERFORMING (R) |
|---------------------------------------|---------------------------------------|--|
| 1 (Class of Construction works) | 1 | 500,000 |
| 2 (Class of Construction works) | 2 | 1,000,000 |
| 3 (Class of Construction works) | 3 | 3,000,000 |
| 4 (Class of Construction works) | 4 | 6,000,000 |
| 5 (Class of Construction works) | 5 | 10,000,000 |
| 6 (Class of Construction works) | 6 | 20,000,000 |
| 7 (Class of Construction works) | 7 | 60,000,000 |
| 8 (Class of Construction works) | 8 | 200,000,000 |
| 9 (Class of Construction works) | 9 | No Limit |

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

| DESCRIPTION | DESIGNATION | DEFINITION | WORKS TYPES | EXAMPLES |
|---|-------------|--|---|--|
| Civil Engineering Works | CE | Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure. | Water, sewerage, roads, railways, harbours and transport, Urban Development and Municipal services | Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines. |
| Electrical Engineering Works (Infrastructure) | EP | Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB. | Electrical power generation, transmission, control and distribution equipment and systems. | Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems |
| Electrical Engineering Works (Buildings) | EB | Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation. | All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction. | Electrical installations in buildings Electrical reticulation within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises |
| General Building Works | GB | Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration or dismantling of a permanent shelter for its occupants or contents; b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works or specialist works. | Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works | Buildings for domestic, industrial, institutional or commercial occupancies; Car ports; Fences other than classified as SS (SQ); Stores; Walls |

| DESCRIPTION | DESIGNATION | DEFINITION | WORKS TYPES | EXAMPLES |
|------------------------------|-------------|---|---|--|
| Mechanical Engineering Works | ME | Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling | <p>Machine systems including those relating to the environment of building interiors:</p> <ul style="list-style-type: none"> • gas transmission and distributing systems; • pipelines; • solid waste disposal; • materials handling, lifting, machinery, heating, ventilation and cooling pumps; • continuous process systems; • chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes. | <p>Air-conditioning and mechanical ventilation Boiler installations and steam distribution; Central heating; Centralised hot water generation Cranes and hoists; Dust and sawdust extraction; Compressed air, gas and vacuum installations; Conveyor and materials handling installations; Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes; Kitchen equipment; Laundry equipment; Lift installations and escalators; Refrigeration and cold rooms; Waste handling systems (including compactors).</p> |

| DESCRIPTION | DESIGNATION | DEFINITION | WORKS TYPES | EXAMPLES |
|------------------|-------------|---|---|---|
| Specialist Works | SB | A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution. | The extension, installation, repair, maintenance or renewal, or removal, of asphalt | The extension, installation, repair, maintenance or renewal, or removal, of asphalt |
| | SC | | The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support. | The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support. |
| | SD | | The development, extension, installation, repair, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic). | The development, extension, installation, repair, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic). |
| | SE | | Demolition of buildings and engineering infrastructure and blasting | Demolition of buildings and engineering infrastructure and blasting |
| | SF | | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation) | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation) |
| | SG | | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts |
| | SH | | The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works | The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works |
| | SI | | The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling, of lifts, escalators, travellers and hoisting machinery. | The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling, of lifts, escalators, travellers and hoisting machinery. |
| | SJ | | The development, installation, removal or dismantling, as relevant, of piles and other specialized foundations for buildings and structures | The development, installation, removal or dismantling, as relevant, of piles and other specialized foundations for buildings and structures |
| | SK | | The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage | The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage |
| | SL | | The development, extension, installation, renewal, removal renovation, alteration or dismantling of structural steelwork and scaffolding | The development, extension, installation, renewal, removal renovation, alteration or dismantling of structural steelwork and scaffolding |
| | SM | | Timber buildings and structures | Timber buildings and structures |
| | SN | | The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems | The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems |
| | SO | | The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing) | The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing) |
| | SQ | | The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing | The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing |



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PART T 2: RETURNABLE DOCUMENTS

| | | |
|--------------|-------------------------------------|----------------|
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T 2.1:

LIST OF RETURNABLE DOCUMENTS

T 2.1: LIST OF RETURNABLE DOCUMENTS:

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

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Method Statement; Project Program and Projected Cashflow
- Schedule 2: Compulsory Enterprise Questionnaire
- Schedule 3: Certificate of Independent Tender Determination
- Schedule 4: Certificate of Authority for Joint Ventures
- Schedule 5: Certificate for Municipal Services and Payments to Service Provider
- Schedule 6: Declaration in terms of the Public Finance Management Act.
- Schedule 7: Bargaining Council Certificate and Declarations in respect of Minimum Wage
- Schedule 8: Schedule of Work Experience
- Schedule 9: Schedule of Sub-Contractors
- Schedule 10: Proposed Amendments and Qualifications by Tenderer
- Schedule 11: Details of Management Team
- Schedule 12: Schedule of Construction Equipment
- Schedule 13: Confirmation of Construction Industry Development Board (CIDB) Registration
- Schedule 14: Confirmation of National Home Builders Registration Council (NHBRC) Contractor Registration
- Schedule 15: Tax Clearance Certificate
- Schedule 16: Compensation for Occupational Injuries & Diseases (COID)
- Schedule 17: Declaration concerning fulfilment of the Construction Regulations 2014, where applicable
- Schedule 18: Day works Schedule
- Schedule 19: Audited Financial Statements for the last 3 years

2. Other documents required for Tender Evaluation Purposes:

- 2.1. Joint Venture Agreement (if applicable) - append to Schedule 4.
- 2.2. A certified copy of the Bargaining Council Certificate (where applicable) - append to Schedule 7.
- 2.3. A certified copy of the certificate of Contractor Registration issued by the CIDB - append to Schedule 13.
- 2.4. A certified copy of the NHBRC registration certificate - appended to Schedule 14.
- 2.5. An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 15.
- 2.6. A certified copy of the COID - appended to Schedule 16

3. Returnable Schedules that will be incorporated into the Contract:

- Schedule 20: Record of Addenda to Tender Documents
- Schedule 21: NCP Schedules as required by COGHSTA: NCP 1; NCP 2; NCP 4; NCP 6.1; NCP 7.1; NCP 8; NCP 9.

- 4. C 1.1 The offer portion of the C1.1 Form of Offer and Acceptance
- 5. C 1.2 Contract Data (Part 2)

T 2.2:
RETURNABLE SCHEDULES

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 1

METHOD STATEMENT; PROJECT PROGRAM AND DETAILED CASHFLOW

Attach to this schedule a Detailed project Method Statement, Project Program and Projected Cashflow

Anticipated Timeframes from the Client:

Contract Award 1 day
Contract Acceptance: 5 days
Inception Meeting: 5 days
Geotechnical study: 5 weeks
Detailed Designs and NHBRC Enrolment: 4 weeks
Site Handover Meeting: 5 days
Anticipated Construction Period from Client: 8 weeks
Retention Period: 3 Months

Cashflow:

The Cashflow must be linked to the project program and Milestone Payment Measurements

Start-up capability

The Contractor will provide proof that he/she has the start-up capital, supplier accounts or cashflow

GCC 2015 3rd Edition

SIGNED ON BEHALF OF THE TENDERER:

SIGNED ON BEHALF OF THE CONSULTANT:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 2

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, **SEPARATE** 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 Proprietors or Partnership and attach separate page if more than 5 (five) 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 cross, if any Sole Proprietor, partner in partnership or Director, Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- 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 the accounting authority of any National or Provincial public entity; or
- 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 | Identity Number | Name of Institution, Public Office, Board or Organ of State and position held | Status of service (tick appropriate column) | |
|---|-----------------|---|---|-----------------------|
| | | | Current | Within last 12 months |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* **Insert** separate page if necessary.

SECTION 7: Record of spouses, children and parents in the service of the State:

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) 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 for Provinces;
- 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 the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.

| Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder | Identity Number | 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) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (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 ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 3

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for TENDER NO. NC/03/2022: ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT in response to the invitation to tender made by the DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of (Name of Tenderer) that

1. I have read and understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Tenderer to sign this Certificate, and to submit this tender on behalf of the Tenderer;
4. Each person whose signature appears on this tender has been authorised by the Tenderer to determine terms of, and to sign, the tender on behalf of the Tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer whether or not affiliated with the Tenderer;
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, 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 this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communicating between partners in a Joint Venture or Consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of Paragraph 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.

¹ 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.

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 invitation to tender relates.
9. The terms of this 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.
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 1989 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or another applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

SCHEDULE 4

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by Joint Ventures.

YES NO (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW. ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs, 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: |

Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 5

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENT TO SERVICE PROVIDER

The Tenderer must attach to this page a **certified copy** of the Tenderer's latest Municipal Services Account, invoiced not more than **30 (thirty) days** prior to tender closure.

To: THE HEAD OF THE DEPARTMENT

**TENDER NO. NC/03/2022:
ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF
MGCAWU DISTRICT**

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; PROPRIETOR / DIRECTOR/S / PARTNERS, ETC.

| PHYSICAL BUSINESS ADDRESS OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER/S |
|--|----------------------------|
| | |
| | |
| | |
| | |

If there is not enough space for all the names, please attach the additional details to the Contract document.

| NAME OF DIRECTOR/ MEMBER/PARTNER | IDENTITY NUMBER | PHYSICAL RESIDENTIAL ADDRESS OF DIRECTOR/ MEMBER/ PARTNER | MUNICIPAL ACCOUNT NUMBER/S |
|-------------------------------------|-----------------|---|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

CERTIFICATION:

I,, the undersigned,
(Full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for Municipal Services towards a Municipality or other Service Provider in respect of which payment is overdue for more than 30 (thirty) days.

.....
SIGNATURE

THUS DONE AND SIGNED for and on behalf of the Tenderer / Contractor

at(Place) on the day of(Month) 20(Year)

Please note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 6

**DECLARATION IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT
(No. 29 of 1999)**

| ITEM | QUESTION | YES | NO |
|-------------|--|------------|-----------|
| 1.1 | Is the Tenderer or any of its Directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied) | | |
| 1.1.1 | If so, furnish particulars: | | |
| 1.2 | Is the Tenderer or any of its Directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to Facsimile Number 012-326 5445). | | |
| 1.2.1 | If so, furnish particulars: | | |
| 1.3 | Was the Tenderer or any of its Directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past 5 (five) years? | | |
| 1.3.1 | If so, furnish particulars: | | |
| 1.4 | Does the Tenderer or any of its Directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than 3 (three) months? | | |
| 1.4.1 | If so, furnish particulars: | | |
| 1.5 | Was any contract between the Tenderer and the Department / entity or any other Organ of State terminated during the past 5 (five) years on account of failure to perform on or comply with the contract? | | |
| 1.5.1 | If so, furnish particulars: | | |

CERTIFICATION:

I, THE UNDERSIGNED
(Full Name)

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

*** Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 7

**BARGAINING COUNCIL CERTIFICATE AND DECLARATION IN RESPECT OF
MINIMUM WAGE**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must attach to this Schedule the applicable Certificate of Compliance (Letter of Good Standing in terms of the relevant Government Gazette).

Each party to a Consortium / Joint Venture shall attach separate certificates in the above regard.

DECLARATION IN RESPECT OF MINIMUM WAGE:

The Tenderer, by signing this Schedule, declares that not less than the statutory minimum wage shall be paid to Employees, as applicable.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 8

SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

| EMPLOYER (NAME, TEL. NO. AND FAX NO.) | PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.) | NATURE OF WORK | VALUE OF WORK R (m) | COMPLETION DATE |
|---|---|----------------|------------------------------|--------------------|
| COMPLETED CONTRACTS (Not older than 7 years) | | | | |
| | | | | |
| CURRENT CONTRACTS | | | | |
| | | | | |

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 9

SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

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

| SUB-CONTRACTORS | | |
|------------------------------|---|---------------------------------------|
| SUB-CONTRACTOR'S NAME | WORK ACTIVITIES TO BE UNDERTAKEN BY THE SUB-CONTRACTOR | ESTIMATED VALUE OF WORK (RAND) |
| | | |

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 10

PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

The Tenderer's attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

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

| PAGE | CLAUSE OR ITEM | PROPOSAL |
|------|----------------|----------|
| | | |

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 11

DETAILS OF MANAGEMENT TEAM

Tenderers shall set out in the Schedule hereunder details of the Project Staff experience in work of a similar nature to that for which their tender is submitted.

The Tenderer must attach to this page a **detailed organogram** of the Proposed project team. Should the person identified for a specific position not be in the employment of the tenderer, a signed letter providing availability and/or memorandum of understanding should be attached

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

- 1) NHBRC Registered Engineer Name:
Years' Experience:
- 2) Project Manager Name:
Years' Experience: In housing delivery field as Project/Contract Manager:
In housing delivery field as Site Agent:
- 3) Site Agent's Name:
Years' Experience: In housing delivery field as Site Agent:
In housing delivery field as Foreman:
- 4) Safety Officer's Name:
Years' Experience:
- 5) SHE Representative's Name:
Years' Experience:

| Trade: | Name | Date Certified | Years' Experience |
|-------------|------|----------------|-------------------|
| Bricklayer | | | |
| Plumber | | | |
| Carpenter | | | |
| Electrician | | | |

NOTE: PLEASE APPEND CV'S AND CERTIFICATES OF ALL TEAM MEMBERS

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:

F 2: CONSTRUCTION EQUIPMENT ON ORDER:

(State details of arrangements made, with delivery dates)

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

F 3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED:

(State details of delivery arrangements)

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

SCHEDULE 13

CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

I/We understand that only Tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor grading designation equal to or higher than a Construction grading designation determined in accordance with the sum tendered for, are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB;
2. The lead partner has a Contractor grading of not more than one lower than the designation determined in accordance with the sum tendered.
3. The combined Contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered; and
4. The contract participation of each member in a Joint Venture is in accordance with the individual member's CIDB contractor grading designation.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the Construction Industry Development board (CIDB) as a CIDB Designation **GB** (of the correct Class in accordance with the tendered sum) and has been issued with such a CIDB Contractor registration grading designation.

Contractor Industry Development Board (CIDB) Contractor Registration

I/We wish to confirm the following:

Yes I/We are registered with the CIDB as a GB (Class General Building Works) Contractor:

Registration No.:

CIDB Contractor's Grading:

Tender amount, VAT excluded: R.....

I/We understand that:

Tenderers must be registered prior to the closing date/time for tender submissions in a CIDB Contractor grading designation equal to or higher than a grading corresponding to the amount tendered.

| DESIGNATION | UPPER LIMIT, (R) OF TENDER VALUE RANGE, VAT INCLUDED |
|-------------|---|
| 1 | 500,000 |
| 2 | 1,000,000 |
| 3 | 3,000,000 |
| 4 | 6,000,000 |
| 5 | 10,000,000 |
| 6 | 20,000,000 |
| 7 | 60,000,000 |
| 8 | 200,000,000 |
| 9 | No Limit |

TABLE: The value required to determine the financial capability of a Contractor is as indicated.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

SCHEDULE 14

CONFIRMATION OF NHBRC CONTRACTOR REGISTRATION

I/We understand that only Tenderers who are registered with the National Home Builders Registration Council (NHBRC) are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that every member of the Joint Venture is registered with the NHBRC.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the NHBRC.

National Home Builders Registration Council (NHBRC) Contractor Registration

I/We wish to confirm the following:

Registration No.:

The Certificate must be valid for a period of 1 (one) year.

Date Issued:

Expiry Date:

I/We understand that Tenderers must be registered with the NHBRC prior to the closing date/time for tender.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 15

TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule, or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 16

COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES (COID)

The Tenderer must attach to this page a **certified copy** of the Tenderer's COID Number from the Department of Labour.

GOOD STANDING FROM THE COMPENSATION COMMISSIONER

1. A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the Tender Document.
2. In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the Tender Documents.
3. If a Tender Document is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, the Employer reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Employer, the Tender will be disqualified.
4. Should a Tenderer's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.
5. The right is reserved to not award a Tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

SCHEDULE 17

DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014, WHERE APPLICABLE

In terms of regulations 5.1 (g) & (h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 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.

Tenderers shall answer the questions below:

- 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 NO

- Indicate which approach shall be employed to achieve compliance with the Regulations.
(Tick)

| | |
|--|--|
| Own resources, competent in terms of the Regulations (refer to 3 below) | |
| Own resources, still to be hired and/or trained (until competency is achieved) | |
| 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 (CV's to be attached):

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

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

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered Fixed Price for 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 NO

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

SIGNED ON BEHALF OF THE TENDERER:

(Name in print): **ID NO.:**

WITNESS:

(Name in print): **ID NO.:**

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 18

DAY WORKS SCHEDULE

This day work statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the tendered Fixed Price.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all these items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "UP costs".

The item "Up costs" is left out in the case of equipment. The rate then has to include all of the above "Up costs" mentioned as well as Operator's costs, user's goods, maintenance, etc.

The Tenderer has to fill in all of the items listed underneath, otherwise his tender can be considered as incomplete.

A. LABOUR

- | | | | | | |
|----|-------------|-------|---------------|-------|-------------|
| 1) | Workers | | per hour plus | | % "Up cost" |
| 2) | Supervisors | | per hour plus | | % "Up cost" |
| 3) | Artisans | | per hour plus | | % "Up cost" |

B. EQUIPMENT

| DESCRIPTION | RATE PER HOUR | |
|---------------------------------|---------------|----------|
| | In Work | Standing |
| Excavator | | |
| Front-end Loader | | |
| Tipper Truck cubic meters | | |
| Compressor (capacity) | | |
| (Specify) | | |
| (Specify) | | |
| (Specify) | | |

Note: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

C. MATERIAL

Here, the Tenderer has to provide the "Up Costs" which ought to be added to the basic price:

..... %

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 19

**AUDITED FINANCIAL STATEMENTS FOR THE PAST 3 FINANCIAL YEARS TO BE
ATTACHED TO THIS PAGE**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

SCHEDULE 20

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: | | |
| | DATE | TITLE OR DETAILS |
| 1 | | Minutes of the Compulsory Site Meeting (Clarification Meeting) of WEDNESDAY, 06 JULY 2022 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Attach additional pages if more space is required.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT

SCHEDULE 21

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CoGHSTA

TENDER NO. NC/03/2022 CLOSING DATE: FRIDAY, 22 JULY 2022 CLOSING TIME:11H00

DESCRIPTION: BIDS ARE INVITED BY DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE FOR ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT. The successful Bidder will be required to fill in and sign a written contract Form (NCP 7)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: **LARRY M LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY
8301**

A NON-COMPULSORY SITE MEETING WILL BE HELD ON WEDNESDAY, 06 JULY 2022 AT 10H00 AT ONLINE TEAMS .

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 (twenty-four) hours a day, 7 (seven) days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE Preferential Procurement Regulations, 2017 (Government Gazette No. 10684), THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED.
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? **YES NO**
(NCP 2)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? **YES NO**
(NCP 6.1)

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM
(SANAS);
OR

A REGISTERED AUDITOR
(Tick the applicable box)

A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / **YES NO**
SERVICES / WORKS OFFERED?

IF YES, ENCLOSE PROOF

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

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

.....
TOTAL BID PRICE **TOTAL NUMBER OF ITEMS OFFERED**

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Tebogo Monoametsi of CoGHSTA, Tel: (053) 807–9713, e-mail: TMonoametsi@ncpg.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Philip Loots of V3 Consulting Engineers, Tel: (087) 295–6020, e-mail: philip.loots@v3consulting.co.za.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The form "Application for Tax Clearance Certificate (in respect of Bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the Bidder is registered for tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of 6 (six) months from the date of issue. This Tax Clearance Certificate must be submitted in the original, together with the bid and attached to Schedule 15. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate. Copies of the "Application for Tax Clearance Certificates" are available at any Receiver's Office.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

² 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.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB. BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R30 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R30 000 000 (all applicable taxes included).

1.2 The value of this bid estimated to **not exceed R50 000 000**, (all applicable taxes included), and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (i) Price; and
- (ii) B-BBEE Status Level of Contribution.

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

POINTS

1.3.1.1 **PRICE** 80

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**
MAXIMUM OF 20

Total points for Price and B-BBEE must not exceed **100**

1.4 **Failure** on the part of a Bidder to fill in and/or to sign this form **and submit a valid original or a valid certified copy of a B-BBEE Verification Certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

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

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
NCP 6.1 (7/12/11)
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of services, works or goods, through price quotations, advertised competitive bid processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.7 **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of State.
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Bidder;
- 2.12 **“Non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“Person”** includes a juristic person;
- 2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary Contractor’s assigning, leasing, making out work to, or employing another person to support such primary Contractor in the execution of part of a project in terms of the contract;
- 2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9 (1) of the Broad- Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of the trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points will be awarded the contract.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 (two) decimal places.

NCP 6.1 (7/12/11)

- 3.4 In the event that two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preferential points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

90/10

$$Ps = 90 \left(1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points (80/20 system) | Number of points (90/10 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 20 | 10 |
| 2 | 18 | 9 |
| 3 | 16 | 8 |
| 4 | 12 | 5 |
| 5 | 8 | 4 |
| 6 | 6 | 3 |
| 7 | 4 | 2 |
| 8 | 2 | 1 |
| Non-compliant contributor | 0 | 0 |

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A Trust, Consortium or Joint Venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A Trust, Consortium or Joint Venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a Bidder intends sub-contracting more than 30 (thirty) % of the value of the contract to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended Sub-Contractor is an EME that has the capacity and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 30 (thirty) % of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION:

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contributions must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 20)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? (Delete which is not applicable) **YES NO**

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be sub-contracted %
- (ii) the name of the Sub-Contractor
- (iii) the B-BBEE status level of the Sub-Contractor
- (iv) whether the Sub-Contractor is an EME **YES NO**

9. DECLARATION WITH REGARD TO COMPANY / FIRM:

- 9.1 Name of firm:
- 9.2 VAT registration number:
- 9.3 Company registration number:

9.4 **TYPE OF COMPANY / FIRM**

- Partnership/Joint Venture/Consortium
- One-person business/sole propriety
- Close Corporation
- Company
- (Pty) Limited

(Tick applicable box)

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

9.6 **COMPANY CLASSIFICATION**

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

(Tick applicable box)

9.7 Total number of years the firm has been in business?years

9.8 I/We, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE Status Level of Contribution, indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the B-BBEE Status Level of Contribution has been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or Contractor, its Shareholders and Directors, or only the Shareholders and Directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES:

1.

| |
|--|
| SIGNATURE(S) OF BIDDER (S) |
|--|

2.

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM – PURCHASE OF GOODS / WORKS

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

PART 1 (TO BE COMPLETED BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) bidding documents, viz
 - Invitation to bid;
 - Tax Clearance Certificate
 - Pricing Schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black
 - Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the tendered Fixed Price quoted cover all the goods and/or works specified in the bidding documents; that the tendered Fixed Price cover all my obligations and I accept that any mistakes regarding the tendered Fixed Price and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| |
|-------------|
| WITNESSES |
| 1. |
| 2. |
| DATE: |

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE COMPLETED BY THE PURCHASER)

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

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED), EXCL VAT | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---|-------|-----------------|-------------------------------------|--|
| | | | | | |

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:



V3 CONSULTING
ENGINEERS



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

THE CONTRACT



V3 CONSULTING
ENGINEERS



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

PART C 1:

AGREEMENT AND CONTRACT

DATA

| | | |
|--------------|--|-----------------|
| C 1.1 | Form of Offer and Acceptance | C 1 - 2 |
| C 1.2 | Contract Data | C 1 - 8 |
| C 1.3 | Form of Guarantee | C 1 - 21 |
| C 1.4 | Occupational Health & Safety Agreement | C 1 - 25 |
| C 1.5 | Contract of Temporary Employment as Community Liaison Officer | C 1 - 28 |



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ENGINEERS



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Co-operative Governance
Human Settlement & Traditional Affairs

C 1.1: FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

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

TENDER NO. NC/03/2022:ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

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

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

THE OFFERED TOTAL OF THE TENDERED FIXED PRICE EXCLUSIVE OF VALUE ADDED TAX IS:

R..... (in figures);

.....
..... (in words).

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer**

(Name and address of Organisation/Tenderer)

**Name & signature
of Witness** **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 C 1: Agreement and Contract Data, which includes this agreement
Part C 2: Pricing Data (Tendered Fixed Price)
Part C 3: Scope of Work
Part C 4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 above.

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

The Tenderer shall within 2 (two) weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives 1 (one) fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within 5 (five) days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the Employer DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
PRIVATE BAG X5005
KIMBERLEY, 8300

Name & signature of Witness **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

5. **Subject**

Details

6. **Subject**

Details

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

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.

AGREEMENT

The Employer identified below has accepted a Tender Offer by the Contractor for the construction, completion and remedying of defects of the specified Works. Acceptance of the Contractor's Offer shall form an agreement between the Employer and the Contractor upon the terms and conditions contained in the Agreement and in the Contract that is the subject of the Agreement.

THIS AGREEMENT WITNESSES THAT:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Form of Offer and Acceptance, including Schedule of Deviations
 - (b) Addenda, Schedules
 - (c) Contract Data
 - (d) Tendered Fixed Price
 - (e) Scope of Work (Specifications, drawings)
 - (f) Site Information
 - (g) Annexures (as applicable)
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the tendered Fixed Price at the times and in the manner prescribed by the Contract.

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the Contractor
(Name and address of organisation)

Name & signature of Witness
Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

For the Employer DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
PRIVATE BAG X5005
KIMBERLEY, 8300

Name & signature of Witness

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:

At (Place) on the day of (Month) 20 (Year)

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the Contractor
(Name and address of organisation)

Name & signature of Witness **Date**



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C 1.2: CONTRACT DATA



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PART 1: DATA PROVIDED BY THE EMPLOYER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract (GCC) for Construction Works, Third Edition, 2015, as published by the South African Institution of Civil engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The Pro Formas bound with the General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

CONTRACT SPECIFIC DATA

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

Compulsory Data

Clause 1.1.1.13:

The Defects Liability Period is *3 (Three) months, measured from the date of the Certificate of Completion.*

Clause 1.1.1.15:

The name of the Employer is CoGHSTA.

Clause 1.1.1.16:

The name of the Employer's Agent is V3 CONSULTING ENGINEERS (PTY) LTD.

Clause 1.1.1.26:

The Pricing Strategy is a Fixed Price Contract. See also Clause 1.1.1.19

Clause 1.2.1.2:

The address of the Employer is:

Physical address: LARRY M LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY
8301

Postal Address: PRIVATE BAG X5005
KIMBERLEY
8300

E-mail address: bslenkoe@ncpg.gov.za

The address of the Employer's Agent is:

Physical address: C/O Quinn & Villiers
KIMBERLEY, 8300

Postal address: P O BOX 1178
KIMBERLEY, 8300

E-mail address: porsch.sekhukhune@v3consulting.co.za

Clause 1.3.3:

The language of the Contract and of written communication shall be Afrikaans and/or English as determined by the Employer and the Employer's Agent at the onset of the Contract.

Clause 1.3.6:

The Employer's Agent shall retain copyright and property rights on his documentation, etc.

Clause 3.2.3:

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Employer's Agent's Representative in terms of Clause 3.3.1.
2. Delegation of Employer's Agent's authority in terms of Clause 3.3.4.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.
5. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.

Clause 4.1.2:

Amend the first three lines to read:

"Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in and design, drawing or document and any loss or damage arising out of such error or deficiency."

Clause 4.2:

Add the following new sub-clause:

Clause 4.2.3:

"4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.

4.2.3.2 After compliance by the Employer's Agent with the provisions of Sub-Clause 5.4.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Sub-Clause 5.4.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."

Clause 4.3:

Add the following new sub-clause:

"4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is concluded in the Contract Document (C 1.4 of Contract Data) and shall be completed and submitted to the Employer, together with a letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within 14 (fourteen) days after the Commencement Date. The Contractor shall ensure that any letter of Good Standing shall be timeously **renewed in order that it remains in full force for the duration of the Contract**".

Clause 4.4.4:

Add the Employer's Agent to the consultation between the Employer and the Contractor.

Clause 4.9

Add the following new sub-clauses:

"4.9.2: In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.

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

Clause 5.3.1:

The Commencement Date will be the date that the site is handed over to the Contractor by the Employer's Agent/Employer.

The Contractor shall commence executing the Works **within 14 (fourteen) days from the Commencement Date**.

The documentation required before commencement with Works execution is:

- 1) Approved Health and Safety Plan (Refer to Clause 4.3)
- 2) Initial programme (Refer to Clause 5.6)
- 3) Security or performance guarantee (Refer to Clause 6.2)
- 4) Insurance (Refer to Clause 8.6)
- 5) Occupational Health and Safety Agreement (C 1.4 of the Contract Document)
- 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

Clause 5.3.2:

The Works programme is to be delivered within **7 (seven) days** of the Commencement Date
The time to deliver the Performance Guarantee; within **28 (twenty-eight) days** of Acceptance
The liability for the guarantee shall be for **10 (ten) %** of the Contract Price
The Works are to be commenced within **14 (fourteen) days** of the Commencement Date
The other documentation required before commencement with Works execution is **28 (twenty-eight) days**

Clause 5.3.3:

Add the following clause after Clause 5.3.3:

“5.3.4: The Contractor shall commence executing the Works within **14 (fourteen) days** from the Commencement Date.

The Commencement Date will be the date when all of the following takes place:

- 1) Site Handover to the Contractor
- 2) The Completion of the Form of Offer and Acceptance
- 3) The above will take place within **7 (seven) days** of the issue of the Letter of Acceptance”.

Clause 5.4:

Clause 5.4.2:

Access to and possession of Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

Add the following sub-clause:

“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 own cost any additional facilities outside the Site required by him for purposes of the Works.”

Clause 5.8.1:

The non-working days are *usually Sundays*.

The special non-working days are:

- 1) *Public holidays and the official Builder’s Holiday (Year End Break).*
- 2) *The year-end break commencing on 15 December 2022 and ending on 09 January 2023 and similar dates in the following year end break.*

Clause 5.9.1:

Add the following paragraph:

“All additional copies, whether provided by the Employer’s Agent or reproduced by the Contractor, shall be to the Contractor’s account.”

Clause 5.11.4:

Add the following after “Contractor,” and before “the Contractor: in the third line:

“5.11.4 “or by reason of any Contractor executing construction work, which is not in accordance with the Contractor’s Health and Safety Plan for the site or which poses a threat to the health and safety of persons”

Clause 5.12.2.2:

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 in the Project Specifications for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted under the Project Specifications 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 critical work.

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 is experienced.

Should an extension of time be granted by the Employer's Agent, 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.

It shall further be noted that where the critical path is not affected, no extension of time for **abnormal** climatic conditions or for any other reason will be entertained.

See also C 3.3.3.5.10.

Clause 5.13.1:

The following penalties will be applicable on this contract:

- a) The penalty for failing to complete a house within 8 weeks of casting foundation is **R 500-00 (Five Hundred Rand) per house per calendar day of delay.**
- b) The penalty for failing to complete the total Works is **R 1000-00 (One Thousand Rand) per outstanding house per calendar day of delay.**

Clause 5.14.4:

Add the following at the end of this sub-clause:

"However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information, as well as all "Record" information as required by the Employer's Agent."

Clause 5.16.3:

The latent defect period is *10 (ten) years*.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of 10 (ten) % of the Contract Sum. The performance guarantee shall contain the wording of the document included in C 1.3.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued."

Clause 6.3:

Add the following sub-clause:

“6.3.3.1: The Fixed Price will be fixed as tendered, irrespective of the percentage variation.”

Clause 6.6:

In the second line of sub-clause 6.6.1.2, after the words “sum or sums” insert the words “excluding VAT.”

In the first line of sub-clause 6.6.1.2.1, after the words “sum or sums” insert the words “excluding VAT.”

In the second line of sub-clause 6.6.1.2.2, after the word “sum” insert the words “excluding VAT.”

In the fourth line of sub-clause 6.6.2, after the word “price” insert the words “excluding VAT.”

Clause 6.7.1:

Refer to sub-clause 1.1.1.26 and C 3.3.6.13.

Clause 6.8.2:

Add the following to Clause 6.8.2:

“The tendered Fixed Price shall **not be** subject to contract price adjustments in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.”

Clause 6.8.4:

Add the following to Clause 6.8.4:

“Notwithstanding the above, in the event that a public holiday is proclaimed after 28 (twenty-eight) days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.”

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is *0 (nil) %*.

Clause 6.10.3:

Interim payments to the Contractors shall be subject to retention by the Employer of an amount of **5 (five) %** of the said amounts due to the Contractor. The limit of retention money is **5 (five) %** of the Contract Price, including allowances for contingencies and Contract Price Adjustment. A guarantee in lieu of retention is **not** permitted for the latent defects period.

Clause 6.10.4:

Add the following to Clause 6.10.4:

“Furthermore, payment shall be subject to the Employer being in possession of an original valid Tax Clearance Certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original Tax Clearance Certificate to the Employer) should any current certificate expire during the contract period.

The Employer shall withhold any payments should EPWP reporting not be submitted monthly or with each claim, whichever comes first.

Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.”

Clause 7.2.1:

Add the following to this sub-clause:

“The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.”

Clause 7.4.1

Add the following to this sub-clause:

“The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.

Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements.

The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Employer’s Agent.

Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Employer’s Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements.”

Clause 7.6.3.3

Add the following new sub-clause:

“To stop any Contractor from executing construction work, which is not in accordance with, the Contractor’s Health and Safety Plan for the site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing.”

Clause 8.4.1.1:

Delete and replace with the following:

“... hereby indemnifies the Employer, the Employer’s Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any Employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and”

Clause 8.6:

Clause 8.6.1.1.2:

The value of Plant and Materials supplied by the Employer to be included in the insurance sum is *R0-00 (Nil Rand)*.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is *R10 000-00 (Ten Thousand Rand) per house*.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is *R 7 000 000-00 (Seven Million Rand)*.

Clause 8.6.1.5:

In addition to the insurances required in terms of the General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4, the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

Clause 8.6.6:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an Insurance Broker's Warranty, worded precisely as given in Part C 1.6 "Insurance Broker's Warranty".

Clause 8.6.8:

Add the following new sub-clause 8.6.8:

"Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of insurance."

Clause 9.2.1:

Add the following new sub-clause 9.2.1.3.9, 9.2.1.3.10, 9.2.1.3.11 and 9.2.1.3.12:

- "9.2.1.3.9: The Contractor committed a corrupt or fraudulent act during the procurement process or 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 benefitted the Contractor."
- "9.2.1.3.11 The Contractor fails to provide the required Guarantee and insurances within the prescribed time."
- "9.2.1.3.12 Has failed to execute construction work in accordance with the Contractor's Health and Safety Plan or with a threat to the health and safety of persons within 14 (fourteen) days after receiving from the Employer's Agent written notice of the same."

Clause 10.1.6

Add the following sub-clause:

“Early warning – A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor’s entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.”

ADDITIONAL CONDITIONS OF CONTRACT

Add the following new clause after Clause 10:

Clause 11: 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 from the Engineer.



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PART 2: DATA PROVIDED BY THE TENDERER

PART 2: DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is:

Physical address:
.....
.....

Postal address:

E-mail address:

Fax number:

Contact person:

Cell No.:

Clause 1.1.1.14:

The time for achieving Practical Completion is: weeks from the Commencement Date.

In determining their Tender Period, Tenderers must take cognisance of Construction Regulations, 2014, Clause 3 (1), as applicable.

SIGNED ON BEHALF OF THE TENDERER:

DATE:



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C 1.3: FORM OF GUARANTEE

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

C 1.3: PERFORMANCE GUARANTEE FROM AN APPROVED FINANCIAL INSTITUTION

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: CoGHSTA

"Contractor" means:

"Engineer" means: V3 CONSULTING ENGINEERS (PTY) LTD.

"Works" means: TENDER NO. NC/03/2022: **ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

"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 exclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of 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 comes 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 surety ship;
 - 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; or
 - 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 payments 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 7 (seven) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

DATE:

GUARANTOR'S SIGNATORY (1):

CAPACITY:

GUARANTOR'S SIGNATORY (2):

CAPACITY:

WITNESS SIGNATORY (1):

WITNESS SIGNATORY (2):



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C 1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

C 1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN CoGHSTA (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor / Mandatary / 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 there under.

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 Sub-Contractors employed by me will enter into an occupational health and safety agreement separately, and that such Sub-Contractors comply with the conditions set.

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

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

Signed at on the day of 2018.

WITNESS:

MANDATARY:

Signed at on the day of 2018.

WITNESS:

For and on behalf of COGHSTA:

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 understands 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 familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his 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 employees and/or his Sub-Contractors.
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.



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**C 1.5:
CONTRACT OF
TEMPORARY EMPLOYMENT
AS COMMUNITY LIAISON
OFFICER**

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT

C 1.5: CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER

Construction Contract No.:

PROJECT :

AGREEMENT made between the CONTRACTOR

and the Community Liaison Officer. hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the contract to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE CLO SHALL BE:

- (a) to keep the community informed on the progress of the project;
- (b) to keep the Contractor informed on relevant Community affairs and possible grievances;
- (c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- (d) to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be a not less than R200.00 per working day or as stated in the Bill of Quantities. All costs pertaining to the CLO must be included in the tendered rates for contractual requirements in Preliminary & General in the Bill of Quantities. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 **Maximum hours of work:**

- (a) 9¼ hours per day
- (b) 45 hours per week;
- (c) 5 days per week;
- (d) 5 hours without an interval, whereupon there shall be an interval of at least minutes;
- (e) A spread-over period of 12 hours.

- 3.3 The CLO shall be entitled to payment where the CLO is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.
- If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.
- If the site works later than 1 p.m., the CLO will be paid the full daily wage.
- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (a) abuse of intoxicating substances;
 - (b) criminal actions by the employee;
 - (c) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after 2 official written warnings for the following behavior:
- (a) undisciplined or unruly behavior;
 - (b) insubordination to Team Leader, Supervisors or Management;
 - (c) abuse of intoxicating substances;
 - (d) willful or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least 2 witnesses' concerning any of the above situations.
- The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every 2 weeks, 1 week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least 1 weeks' notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for 5 days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

3. THUS AGREED AND SIGNED BY THE PARTIES:

CONTRACTOR:

COMMUNITY LIAISON OFFICER:

DATE:



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PART C 2: PRICING DATA

| | | |
|--------------|-----------------------------------|----------------|
| C 2.1 | Pricing Instructions | C 2 - 1 |
| C 2.2 | Calculation of Fixed Price | C 2 - 3 |



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C 2.1: PRICING INSTRUCTIONS

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

C 2.1 PRICING INSTRUCTIONS

1. Pricing Instructions means the criteria as set out below, read together with all parts of this Contract document, which will be assumed in the contract that the Tenderer has taken into account when developing his prices.
2. The work scheduled below is described in more detail in the specifications and drawings. Where certain items are referred to the General Conditions of Contract or Specification or a certain drawing number for more information, the Tenderer is referred to the complete General Conditions of Contract, Specification and Drawings and it must not be presumed that the references are complete.
3. Arithmetical errors will be corrected by assuming the amount per Item as correct. The tendered Fixed Price will be corrected accordingly if there are arithmetical errors.
4. The price quoted shall be assumed **the all-inclusive price** for the work to be executed.
5. The prices as tendered in the Calculation of Tender Sum (Fixed Price) shall be taken as being valid for the full duration of the Tender, unless otherwise stated in C 1.2: Contract Data: Part 1: Clause 6.8.2 of this Tender Document.
6. No deviation that may be requested by the Tenderer from the above, or from the General Conditions of Contract, Specification, Calculation of Tender Sum (Fixed Price), Tender form and Conditions, shall be considered, unless clearly indicated in Part 2: Returnable Documents: Schedule 10 of this Tender Document when the Tender Document is submitted.
7. The costs to comply with all the conditions, obligations and liabilities and as described in the General Conditions of Contract and Specifications, shall be assumed as being all inclusive in this Calculation of Tender Sum (Fixed Price), except if indicated differently in Part 2: Returnable Documents: Schedule 10 of this Tender Document.
8. The Calculation of Tender Sum (Fixed Price) must be completed in **BLACK INK** and must not be removed from the bound set of documents. Only the Calculation of Tender Sum (Fixed Price) as bound into this document may be used. **Nothing else** will be accepted. Deviation from this will render the Tender as invalid.
9. **No** correction fluid may be used.
10. The price quoted in the Calculation of Tender Sum (Fixed Price) shall be in Rand and whole cents. Fractions of a cent shall be discarded.
11. In this document SABS will mean SANS and vice versa.
12. Measurements for Certificates of Payment will be in accordance to C 3.3.3.6.



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C 2.2: CALCULATION OF TENDER SUM (FIXED PRICE)

COGHSTA

ZF MGCWU INDIVIDUALS: THE CONSTRUCTION 1 BNG HOUSE IN PHILANDERSBRON- MIER ERF 48 IN THE DAWID KRUIPER MUNICIPALITY

SECTION A : New House – 40 m² BNG

| ITEM NO | PAYMENT CLAUSE | DESCRIPTION | UNIT | RATE | QTY | AMOUNT |
|--|----------------|--|----------------|------|-----|-----------|
| Supply, delivery and installation of all material and tools to construct complete standard 40 m² BNG houses inclusive of ancillary works as per the breakdown for the minimum specifications C.3.1.10 from page C3.26: | | | | | | |
| 1 | | ALL CONTRACTUAL REQUIREMENTS | SUM | | 1 | |
| 2 | | A comprehensive GFSH 02 Geotechnical Investigation | SUM | | 1 | |
| 3 | | Breaking down and discard of informal structure | m ² | | 12 | |
| 4 | | Site clearance and access | SUM | | 1 | |
| 5 | | Submit Building plans to LM for approval | SUM | | 1 | |
| 6 | | Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) | SUM | | 1 | |
| 7 | | NHBRC Enrolment | No. | | 1 | |
| 8 | | Temporary accommodation | No. | | 1 | RATE ONLY |
| 9 | | Excavations (Foundations and services connections) | No. | | 1 | |
| 10 | | Reinforcing and Casting of Strip Foundations | No. | | 1 | |
| 11 | | Building of Foundation Brickwork | No. | | 1 | |
| 12 | | Cast Surface Bed | No. | | 1 | |
| 13 | | G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation | No. | | 1 | RATE ONLY |
| 14 | | Building of Superstructure Brickwork | No. | | 1 | |
| 15 | | Complete Supply, Deliver and Installation of Roof | No. | | 1 | |
| 16 | | Complete gable and beamfilling | No. | | 1 | |
| 17 | | Apply approved brick sealant to all external walls, as per manufacturers specifications | No. | | 1 | |
| 18 | | Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA | Square | | 40 | |
| 19 | | Supply and Install Plumbing inclusive of all sanitary fittings and pipe work | No. | | 1 | |
| 20 | | Supply, deliver and install TWO (2) external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) per unit | No. | | 2 | |
| 21 | | Supply, deliver and install THREE (3) internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) per unit | No. | | 3 | |
| 22 | | Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications per unit | No. | | 3 | |
| 23 | | Supply, Deliver and Install 3xC7 Windows inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 24 | | Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 25 | | Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) | No. | | 1 | |
| 26 | | Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug | No. | | 1 | |
| 27 | | Electrical Connection Application with the Local Municipality on behalf of beneficiary | No. | | 1 | |
| 28 | | Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure | SUM | | 1 | |
| 29 | | Construct complete 6000 litre Conservancy tank as per guidelines from the SANS 10400 Drainage manual | Sum | | 1 | |
| 30 | | Supply, Deliver and Install Connection to Water Service | No. | | 1 | |
| 31 | | Supply, Deliver and Install Connection to Sewer Service | No. | | 1 | |
| 32 | | Quality Completion Pack | No. | | 1 | |
| 33 | | OHS Regulation | SUM | | 1 | |
| SECTION A TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

COGHSTA

ZF MGCAWU INDIVIDUALS: THE CONSTRUCTION 1 BNG HOUSE IN LEMOENDRAAI- UPINGTON ERF 14937 IN THE DAWID KRUIPER MUNICIPALITY

SECTION B: New House – 40 m² BNG

| ITEM NO | PAYMENT CLAUSE | DESCRIPTION | UNIT | RATE | QTY | AMOUNT |
|--|----------------|--|----------------|------|-----|-----------|
| Supply, delivery and installation of all material and tools to construct complete standard 40 m² BNG houses inclusive of ancillary works as per the breakdown for the minimum specifications C.3.1.10 from page C3.25: | | | | | | |
| 1 | | ALL CONTRACTUAL REQUIREMENTS | SUM | | 1 | |
| 2 | | A comprehensive GFSH 02 Geotechnical Investigation | SUM | | 1 | |
| 3 | | Breaking down and discard of clay brick structure | m ² | | 20 | |
| 4 | | Site clearance and access | SUM | | 1 | |
| 5 | | Submit Building plans to LM for approval | SUM | | 1 | |
| 6 | | Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) | SUM | | 1 | |
| 7 | | NHBRC Enrolment | No. | | 1 | |
| 8 | | Temporary accommodation | No. | | 1 | RATE ONLY |
| 9 | | Excavations (Foundations and services connections) | No. | | 1 | |
| 10 | | Reinforcing and Casting of Strip Foundations | No. | | 1 | |
| 11 | | Building of Foundation Brickwork | No. | | 1 | |
| 12 | | Cast Surface Bed | No. | | 1 | |
| 13 | | G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation | No. | | 1 | RATE ONLY |
| 14 | | Building of Superstructure Brickwork | No. | | 1 | |
| 15 | | Complete Supply, Deliver and Installation of Roof | No. | | 1 | |
| 16 | | Complete gable and beamfilling | No. | | 1 | |
| 17 | | Apply approved brick sealant to all external walls, as per manufacturers specifications | No. | | 1 | |
| 18 | | Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA | Square | | 40 | |
| 19 | | Supply and Install Plumbing inclusive of all sanitary fittings and pipe work | No. | | 1 | |
| 20 | | Supply, deliver and install TWO (2) external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) per unit | No. | | 2 | |
| 21 | | Supply, deliver and install THREE (3) internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) per unit | No. | | 3 | |
| 22 | | Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications per unit | No. | | 3 | |
| 23 | | Supply, Deliver and Install 3xC7 Windows inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 24 | | Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 25 | | Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) | No. | | 1 | |
| 26 | | Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug | No. | | 1 | |
| 27 | | Electrical Connection Application with the Local Municipality on behalf of beneficiary | No. | | 1 | |
| 28 | | Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure | SUM | | | |
| 29 | | Supply, Deliver and Install Connection to Water Service | No. | | 1 | |
| 30 | | Supply, Deliver and Install Connection to Sewer Service | No. | | 1 | |
| 31 | | Quality Completion Pack | No. | | 1 | |
| 32 | | OHS Regulation | SUM | | 1 | |
| SECTION B TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

COGHSTA
ZF MGCAWU INDIVIDUALS: THE CONSTRUCTION 1 BNG HOUSE IN PABELLELO- UPINGTON ERF 16814 IN THE DAWID KRUIPER MUNICIPALITY
SECTION C: New House – 40 m² BNG

| ITEM NO | PAYMENT CLAUSE | DESCRIPTION | UNIT | RATE | QTY | AMOUNT |
|--|----------------|--|----------------|------|-----|-----------|
| Supply, delivery and installation of all material and tools to construct complete standard 40 m² BNG houses inclusive of ancillary works as per the breakdown for the minimum specifications C.3.1.10 from page C3.25: | | | | | | |
| 1 | | ALL CONTRACTUAL REQUIREMENTS | SUM | | 1 | |
| 2 | | A comprehensive GFSH 02 Geotechnical Investigation | SUM | | 1 | |
| 3 | | Breaking down and discard of concrete floor & informal structure | m ² | | 50 | |
| 4 | | Site clearance and access | SUM | | 1 | |
| 5 | | Submit Building plans to LM for approval | SUM | | 1 | |
| 6 | | Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) | SUM | | 1 | |
| 7 | | NHBRC Enrolment | No. | | 1 | |
| 8 | | Temporary accommodation | No. | | 1 | RATE ONLY |
| 9 | | Excavations (Foundations and services connections) | No. | | 1 | |
| 10 | | Reinforcing and Casting of Strip Foundations | No. | | 1 | |
| 11 | | Building of Foundation Brickwork | No. | | 1 | |
| 12 | | Cast Surface Bed | No. | | 1 | |
| 13 | | G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation | No. | | 1 | RATE ONLY |
| 14 | | Building of Superstructure Brickwork | No. | | 1 | |
| 15 | | Complete Supply, Deliver and Installation of Roof | No. | | 1 | |
| 16 | | Complete gable and beamfilling | No. | | 1 | |
| 17 | | Apply approved brick sealant to all external walls, as per manufacturers specifications | No. | | 1 | |
| 18 | | Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA | Square | | 40 | |
| 19 | | Supply and Install Plumbing inclusive of all sanitary fittings and pipe work | No. | | 1 | |
| 20 | | Supply, deliver and install TWO (2) external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) per unit | No. | | 2 | |
| 21 | | Supply, deliver and install THREE (3) internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) per unit | No. | | 3 | |
| 22 | | Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications per unit | No. | | 3 | |
| 23 | | Supply, Deliver and Install 3xC7 Windows inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 24 | | Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 25 | | Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) | No. | | 1 | |
| 26 | | Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug | No. | | 1 | |
| 27 | | Electrical Connection Application with the Local Municipality on behalf of beneficiary | No. | | 1 | |
| 28 | | Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure | SUM | | | |
| 29 | | Supply, Deliver and Install Connection to Water Service | No. | | 1 | |
| 30 | | Supply, Deliver and Install Connection to Sewer Service | No. | | 1 | |
| 31 | | Quality Completion Pack | No. | | 1 | |
| 32 | | OHS Regulation | SUM | | 1 | |
| SECTION C TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

COGHSTA
ZF MGCWU INDIVIDUALS: THE CONSTRUCTION 1 BNG HOUSE IN ROSEDALE- UPINGTON ERF 18527 IN THE DAWID KRUIPER MUNICIPALITY
SECTION D: New House – 40 m² BNG

| ITEM NO | PAYMENT CLAUSE | DESCRIPTION | UNIT | RATE | QTY | AMOUNT |
|--|----------------|--|----------------|------|-----|-----------|
| Supply, delivery and installation of all material and tools to construct complete standard 40 m² BNG houses inclusive of ancillary works as per the breakdown for the minimum specifications C.3.1.10 from page C3.25: | | | | | | |
| 1 | | ALL CONTRACTUAL REQUIREMENTS | SUM | | 1 | |
| 2 | | A comprehensive GFSH 02 Geotechnical Investigation | SUM | | | |
| 3 | | Breaking down and discard of informal structure | m ² | | 20 | |
| 4 | | Site clearance and access | SUM | | 1 | |
| 5 | | Submit Building plans to LM for approval | SUM | | 1 | |
| 6 | | Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) | SUM | | 1 | |
| 7 | | NHBRC Enrolment | No. | | 1 | |
| 8 | | Temporary accommodation | No. | | 1 | RATE ONLY |
| 9 | | Excavations (Foundations and services connections) | No. | | 1 | |
| 10 | | Reinforcing and Casting of Strip Foundations | No. | | 1 | |
| 11 | | Building of Foundation Brickwork | No. | | 1 | |
| 12 | | Cast Surface Bed | No. | | 1 | |
| 13 | | G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation | No. | | 1 | RATE ONLY |
| 14 | | Building of Superstructure Brickwork | No. | | 1 | |
| 15 | | Complete Supply, Deliver and Installation of Roof | No. | | 1 | |
| 16 | | Complete gable and beamfilling | No. | | 1 | |
| 17 | | Apply approved brick sealant to all external walls, as per manufacturers specifications | No. | | 1 | |
| 18 | | Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA | Square | | 40 | |
| 19 | | Supply and Install Plumbing inclusive of all sanitary fittings and pipe work | No. | | 1 | |
| 20 | | Supply, deliver and install TWO (2) external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) per unit | No. | | 2 | |
| 21 | | Supply, deliver and install THREE (3) internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) per unit | No. | | 3 | |
| 22 | | Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications per unit | No. | | 3 | |
| 23 | | Supply, Deliver and Install 3xC7 Windows inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 24 | | Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 25 | | Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) | No. | | 1 | |
| 26 | | Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug | No. | | 1 | |
| 27 | | Electrical Connection Application with the Local Municipality on behalf of beneficiary | No. | | 1 | |
| 28 | | Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure | SUM | | | |
| 29 | | Supply, Deliver and Install Connection to Water Service | No. | | 1 | |
| 30 | | Supply, Deliver and Install Connection to Sewer Service | No. | | 1 | |
| 31 | | Quality Completion Pack | No. | | 1 | |
| 32 | | OHS Regulation | SUM | | 1 | |
| SECTION D TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

COGHSTA

ZF MGCWU INDIVIDUALS: THE CONSTRUCTION 1 BNG HOUSE IN ROSEDALE- UPINGTON ERF 19284 IN THE DAWID KRUIPER MUNICIPALITY

SECTION E: New House – 40 m² BNG (Disability: Blind in sight)

| ITEM NO | PAYMENT CLAUSE | DESCRIPTION | UNIT | RATE | QTY | AMOUNT |
|--|----------------|--|----------------|------|-----|-----------|
| Supply, delivery and installation of all material and tools to construct complete standard 40 m² BNG houses inclusive of ancillary works as per the breakdown for the minimum specifications C.3.1.10 from page C3.25: | | | | | | |
| 1 | | ALL CONTRACTUAL REQUIREMENTS | SUM | | 1 | |
| 2 | | A comprehensive GFSH 02 Geotechnical Investigation | SUM | | 1 | |
| 3 | | Breaking down and discard of informal structure | m ² | | 20 | |
| 4 | | Site clearance and access | SUM | | 1 | |
| 5 | | Submit Building plans to LM for approval | SUM | | 1 | |
| 6 | | Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) | SUM | | 1 | |
| 7 | | NHBRC Enrolment | No. | | 1 | |
| 8 | | Temporary accommodation | No. | | 1 | RATE ONLY |
| 9 | | Excavations (Foundations and services connections) | No. | | 1 | |
| 10 | | Reinforcing and Casting of Strip Foundations | No. | | 1 | |
| 11 | | Building of Foundation Brickwork | No. | | 1 | |
| 12 | | Cast Surface Bed | No. | | 1 | |
| 13 | | G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation | No. | | 1 | RATE ONLY |
| 14 | | Building of Superstructure Brickwork | No. | | 1 | |
| 15 | | Complete Supply, Deliver and Installation of Roof | No. | | 1 | |
| 16 | | Complete gable and beamfilling | No. | | 1 | |
| 17 | | Apply approved brick sealant to all external walls, as per manufacturers specifications | No. | | 1 | |
| 18 | | Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA | Square | | 40 | |
| 19 | | Supply and Install Plumbing inclusive of all sanitary fittings and pipe work | No. | | 1 | |
| 20 | | Supply, deliver and install TWO (2) external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) per unit | No. | | 2 | |
| 21 | | Supply, deliver and install THREE (3) internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) per unit | No. | | 3 | |
| 22 | | Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications per unit | No. | | 3 | |
| 23 | | Supply, Deliver and Install 3xC7 Windows inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 24 | | Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications per unit | No. | | 1 | |
| 25 | | Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) | No. | | 1 | |
| 26 | | Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug | No. | | 1 | |
| 27 | | Electrical Connection Application with the Local Municipality on behalf of beneficiary | No. | | 1 | |
| 28 | | Access to house(12m ² paving, and ramp at doorway | SUM | | 1 | |
| 29 | | Kick plates to doors | SUM | | 1 | |
| 30 | | Hand and Grab rails | SUM | | 1 | |
| 31 | | Lever action taps | SUM | | 1 | |
| 32 | | 1 m vinyl folding door in bathroom | SUM | | 1 | |
| 33 | | Slip resistant flooring | SUM | | 1 | |
| 34 | | Colour contrast on doorways, stairs, corners of buildings and skirting on walls. | SUM | | 1 | |
| 35 | | Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure | SUM | | 1 | |
| 36 | | Supply, Deliver and Install Connection to Water Service | No. | | 1 | |
| 37 | | Supply, Deliver and Install Connection to Sewer Service | No. | | 1 | |
| 38 | | Quality Completion Pack | No. | | 1 | |
| 39 | | OHS Regulation | SUM | | 1 | |
| SECTION E TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

C 2.2 CALCULATION OF TENDER SUM (FIXED PRICE)

| DESCRIPTION | AMOUNT |
|---|--------|
| SECTION A: Fixed price per 40m ² BNG House: BNG house, inclusive of connection to sewer, water and electrical network x 1 | |
| SECTION B: Fixed price per 40m ² BNG House: BNG house, inclusive of connection to sewer, water and electrical network x 1 | |
| SECTION C: Fixed price per 40m ² BNG House: BNG house, inclusive of connection to sewer, water and electrical network x 1 | |
| SECTION D: Fixed price per 40m ² BNG House: BNG house, inclusive of connection to sewer, water and electrical network x 1 | |
| SECTION E: Fixed price per 40m ² BNG House: Disability (Blind in sight) BNG house, inclusive of connection to sewer, water and electrical network x 1 | |
| SUB TOTAL 1 | |
| PLUS : 15% CONTINGENCIES (calculated on SUB TOTAL 1) | |
| SUB TOTAL 2 | |
| PLUS : 0% VAT (calculated on SUB TOTAL 2) | |
| TOTAL (CARRIED OVER TO FORM OF OFFER & FRONT PAGE) | |

CONTRACT PERIOD: WEEKS

DECLARATION IN RESPECT OF COMPLETENESS OF TENDER:

DEPT. OF COGHSTA
Private Bag X5005
KIMBERLEY
8300

I/We, the undersigned, do hereby declare that these are the properly priced Calculation of Tender Sum (Fixed Price) forming Part 2.2 of this Contract Document upon which my/our tender for the TENDER NO. NC/03/2022: ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT has been based.

NAME OF FIRM:

SIGNATURE OF TENDERER/S:

DATE:



PART C 3: SCOPE OF WORK

| | | |
|--------------|---------------------------------------|-----------------|
| C 3.1 | Scope of Work: Part 1 | C 3 – 1 |
| C 3.2 | Part 2: Project Specifications | C 3 - 16 |
| C 3.3 | Engineering Drawings | C 3 - 41 |
| C 3.4 | Management | C 3 - 44 |
| C 3.5 | Annexures | C 3 - 52 |

STATUS:

Should any requirement or provision in the parts of the Scope of Works conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Part C 3.1, C 3.3, C 3.4 and C 3.5)

SABS / SANS Standardised Specifications



V3 CONSULTING
ENGINEERS



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

C 3.1: SCOPE OF THE WORKS: PART 1



**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

C 3.1: SCOPE OF WORKS: PART 1

C 3.1.1 GENERAL DESCRIPTION OF THE CONTRACT

The project involves the construction of 5 BNG houses. The work to be carried out under this Contract entails ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT. Preferences afforded to construction companies owned by women, youth or disabled persons.

C 3.1.1.1 PRINCIPAL CONTRACT

The scope of this principle Contract includes the following activities:

1. Appointment of NHBRC accredited Structural Design Engineer, to inspect and approve super structure and roof and sign off on NHBRC D1 documents.
2. A comprehensive GFSH 02 Geotechnical investigation in line with SANS 634 with one test pit per site, including:
 - a) Foundation indicator tests / Atterberg limits
 - b) Grading
 - c) Soil classification
 - d) Moisture content
 - e) PH and conductivity
3. NHBRC Enrolment (Enrolment paid by COGHSTA)
4. Municipal Approval of Building plans (Per stand)
5. Site establishment.
6. Site clearance and access.
7. Demolishing works
8. Construction of 5 x complete top-structures and ancillary works:
 - f) Engineering Design, of foundation and Inspection and Engineering Certification
 - g) Demolishing where applicable and discarding
 - h) G5 fill and compaction (if and when required)
 - i) Excavations (Foundations and services connections)
 - j) Casting of Foundations (strips)
 - k) Building of Brickwork
 - l) Cast Surface Bed / Raft Foundation
 - m) Plaster and Paint
 - n) Windows and Doors
 - o) Roof and Ceiling
 - p) All plumbing
 - q) Aprons all round
 - r) Electrical Installation
 - s) Connection to existing Water and Sewer Services
 - t) Completion of snags
 - u) House numbers to be printed black on silver Perspex plack
 - v) Signing of "happy letters"

w) Submission of Completion Quality Pack (per stand)

Contractors are required to provide under their tendered Fixed Price for the appointment of an NHBRC registered Engineer to design and sign off on foundations, superstructures and roofs. To supply of all necessary materials, the supply and use of tools, the provision, operation and maintenance of all Contractor's plant and equipment, the supply and supervision of all labour and workmanship and everything and every service for the construction, completion and upholding of the Works in a manner required by the Contract and to the entire satisfaction of the Engineer.

The Contract is to extend to and comprise all such minor operations, matters and details as if they had been expressly shown and described, the intention being that the Contractor is to execute, as part of this Contract, every requisite for the full and perfect completion of the whole of the Works comprised therein and essential to their stability and completeness for the purposes intended by them, whether Drawings or Specifications are sufficient or not.

C 3.1.1.2 OTHER SIMULTANEOUS CONTRACTS

During the construction period Contracts may be awarded to other Contractors.

The Contractor's attention is drawn to Clause 4.8 of the General Conditions of Contract that all reasonable access must be given to other Contractors. The Building Contractor must co-ordinate his program with the other Contractors to accommodate the overlap of construction activities. No additional payments will be made or the above arrangements.

C 3.1.2 DESCRIPTION OF THE SITE AND ACCESS

The site of the Works is in the residential area of ZF MGCAWU in the VARIOUS Municipality area and is accessible by means of tar and gravel roads. Vehicles may only use **existing** roads and accesses to and on the site. Where no entrance to the construction site exists, there may only be moved within the areas as indicated by the Engineer.

Where existing roads and accesses are not sufficient for construction purposes, the Contractor will have to construct his own accesses to meet his needs and repair it, to the satisfaction of the Engineer, after completion of the Contract.

Due to the fact that the works will be executed in residential areas, the Contractor will ensure that his work does not inconvenience the residents. Work will only be executed during normal working hours from Monday to Friday.

Where the construction takes place within existing road reserves, the Contractor will at all times ensure safe passage to vehicles and/or pedestrians.

Where only half of the carriageway is accessible to vehicular traffic, sufficient flagmen, signs, etc. will be provided to safely regulate the traffic. Site traffic management must comply with SA Road Traffic Signs Manual, Chapter 13.

C 3.1.3 NATURE OF SOIL AND UNDERGROUND SOIL CONDITIONS

The Geotechnical Report is attached as Annexure C of this tender document.

The Contractor is responsible to obtain and supply all material that must comply with the minimum requirements for the specific material, as well as the construction and maintenance of all access roads to the work on site, to spoil sites and sources of material on site that may be required by the Contractor. No payment will be made for the above and payment will be deemed to be included in the tendered Fixed Price.

It is the responsibility of the Tenderers to dig additional trial holes if deemed necessary.

The Contractor will be responsible for the obtaining of all materials needed in the construction process.

Where there is not sufficient material available on site, material will have to be obtained from commercial sources.

The information, where applicable, given in this document with regards to the underground conditions on site is given in good faith for the convenience of the Tenderer, but must not be accepted as representative. The provision of this information does not exempt the Tenderer of his primary responsibility of ascertaining the conditions on site for himself.

It is the responsibility of the Contractor to provide foundation designs by a Professional Engineer of his choice, to be approved by the Client's Engineer and the NHBRC. The cost to adhere to the above must be included in the tendered Fixed Price.

C 3.1.4 **DRAWINGS**

The drawings attached in this document are only for tender purposes. Final construction drawings will be issued to the successful contractor at commencement of the project.

C 3.1.5 **CONSTRUCTION PROGRAMME**

C 3.1.5.1 **GENERAL**

The Contractor's programme to be submitted in terms of Clause 5.6 of the General Conditions of Contract shall take full account of all matters as may impact on the sequence of executing the various components of the Works and the requisite rate of progress of the Works, as are specified in or reasonably to be inferred from the Contract.

C 3.1.5.2 **FORMAT**

The Construction Programme to be submitted by the Contractor in accordance with the provisions of Clause 5.6 of the General Conditions of Contract shall:

- a) Be in the form of a bar chart;
- b) Clearly indicate the start and end dates and duration of all construction activities and identify the critical path; and
- c) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract.
- d) A resource histogram is required in0line with the submitted program of the works.

C 3.1.5.3 **FAILURE TO MAINTAIN CONSTRUCTION PROGRAMME**

C 3.1.5.3.1

If the Construction Programme has to be revised in terms of Clause 5.6 of the General Conditions of Contract, because the Contractor is falling behind on his programme, the Contractor shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works before the Due Completion Date. Any proposals by the Contractor to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

C 3.1.5.3.2

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 to remedy the situation.

C 3.1.5.3.3

A written request from the Contractor must be obtained for the following inspections: Floor, Brickwork, Roof, Practical Completion and Final Completion. Failure to comply with requested inspections will result in an R 700-00 (Seven hundred rand) fine and a re-inspection.

C 3.1.5.4 **SPECIFIC PROGRAMME REQUIREMENTS**

The Contractor's programme shall also take full account of matters described in the Sub-Clauses hereunder. **No** additional payments will be made to the Contractor in respect of any additional costs as it may incur in consequence of arranging or adjusting its programme to

accommodate the said matters and the Contractor's various tendered rates and prices shall be deemed to be fully inclusive of such costs.

C 3.1.6 **SITE ESTABLISHMENT**

C 3.1.6.1 SITE FACILITIES AVAILABLE

C 3.1.6.1.1 WATER SUPPLY

The Contractor shall make his own arrangements with the relevant authorities or any other organisation or source for obtaining water for construction and domestic purposes as well as toilet facilities as required by the Health and Safety Regulations. The Contractor shall pay for the water at the rates and tariffs as determined by the source, including the cost of supplying a temporary standpipe as required. The contractor shall also be responsible for all testing of water by an accredited laboratory, as required.

C 3.1.6.1.2 ELECTRICITY SUPPLY

The Contractor shall make his own arrangements for obtaining power and be responsible for all costs involved.

C 3.1.6.1.3 LOCATION OF CAMP AND DEPOTS

The contractor must arrange with the Local Authority for an appropriate site that can be used for the Contractor's site office and camp.

C 3.1.6.1.4 HEALTH & SAFETY

The contractor must make the necessary arrangements to comply with the Occupational Health and Safety Act. This includes all the registrations required and the appointment of a qualified safety officer on site.

C 3.1.6.1.5 LOCATION OF CAMP AND DEPOTS

The Contractor must make his own arrangements for a Camp Site at the location of the Works. The location of the Contractor's camp, including the material storage areas, will be subject to the Engineer's approval.

C 3.1.6.1.6 HOUSING FOR THE CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site.

The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangements thereof and no extension of time due to any delays resulting from this, will be granted.

No housing on site will be allowed.

C 3.1.6.2 SITE FACILITIES REQUIRED

C 3.1.6.2.1 ENGINEERS OFFICE

A separate office will not be required for the Engineer's representative.

The Contractor will, however, need to furnish an office with a desk, drawing table, a lockable cupboard and two chairs for the exclusive use by the Engineer. No telephones need be provided for the Engineer or his staff.

The Engineer and his representative shall be allowed free use of all the Contractor's site facilities.

The Engineer and the Engineer's representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush cleaning, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

C 3.1.6.2.2 SANITATION AND FIRST AID

The Contractor shall provide and maintain adequate sanitation and first aid for his work force. These facilities shall comply with the requirements of the Local Authority and must be accessible from all points of construction.

C 3.1.6.2.3 TELEPHONE

A site telephone will not be required by the engineer but the contractor must be available 24/7 on his cell phone for the duration of the contract. The time related tender rate for the contractor's telephone shall include for official calls made by/to the Engineer.

C 3.1.6.2.4 HOUSING FOR THE CONTRACTOR'S EMPLOYEES

The contractor shall make his own arrangements with regards to the housing of his employees since no housing is available. The transporting of the contractor's employees to the site is his own responsibility. No extension of time because of mismanagement of afore mentioned will be granted.

C 3.1.6.2.5 OFFICES FOR THE CONTRACTOR

The Contractor must provide for such temporary offices as he may require for his own use. No conference facility is required.

C 3.1.6.2.6 SITE INSTRUCTION BOOK

The Contractor shall provide an A4-size carbon triplicate site instruction book and maintain it permanently in the site office. All site instructions to Sub-Contractors will also be recorded in this site instruction book.

C 3.1.6.2.6 REFUSE

The Contractor shall provide suitable refuse containers at his site offices and stores yard. He should ensure that his employees make use of the containers for the disposal of refuse so that the site of the Work as well as the existing production facility will not become polluted. The Contractor shall dispose of the refuse in the containers at regular intervals in an acceptable manner.

C 3.1.6.3 FEATURES REQUIRING SPECIAL ATTENTION

C 3.1.6.3.1 EXISTING SERVICES

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing with any section of the works and shall exercise the greatest care when working near such services.

The Contractor shall check the position and level of every existing service before starting any construction that has to connect with such a service. The Contractor shall give written confirmation of the accuracy or inaccuracy of the positions and levels of existing services.

The Contractor shall request the latest available drawings showing the location of services already installed, no more than 3 (three) weeks and not less than 1 (one) week before commencing his operations in any particular area.

The Contractor shall take all the necessary steps to protect any existing services and/or structures whatsoever against damages which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time and the Contractor shall bear the cost of the repair of damage to any structure caused by his operations on site.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside authority, the costs of these repairs will be covered by means of a deduction from the Contractor's Monthly Payment Certificate.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.1.6.3.2 CONTRACTOR'S CONSTRUCTION PLANT

If, during the course of the Contract, the Engineer considers that any item or items of construction plant are in any way inefficient, unsafe or inadequate to complete the Works within the Contract period, he shall have the right to call on the Contractor to either:

- a) Put the construction plant in order;
- b) Remove such construction plant and replace it with other efficient plant; or
- c) Provide additional similar plant or plant of greater capacity.

No additional payment shall be made to the Contractor for expenses incurred in complying with any or all of the above, the cost being deemed to be included in the Contractor's tendered Fixed Price.

C 3.1.6.3.3 KEY PERSONNEL

The Contractor shall furnish the Employer and the Engineer with a list of addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted in an emergency both during and outside office working hours in connection with the Works.

C 3.1.6.3.4 PUBLICATION AND ADVERTISING

The Contractor shall not publish, or cause to be published in any papers, articles or information relating to the Works nor permit any advertising mentioning the subject of his Contract and he shall not display or allow his Sub-Contractors to display any advertisement on the site or elsewhere in connection with the Works without the prior written permission of the Employer.

C 3.1.6.3.5 ORDERS AND INDENTS

On acceptance of this tender the Contractor is to ascertain if all materials to be supplied by him can be obtained in South Africa and if not, steps will be taken to import the same so that the Works are not delayed. Delay in the Works owing to non-delivery of materials will not be considered a cause for delay in completing the Works.

C 3.1.6.3.6 SECURITY AND SAFETY REGULATIONS

The Contractor is to familiarize himself and comply with all safety regulations, statutes and regulations governing construction activities. The safety of all personnel on site shall be the Contractor's sole responsibility.

C 3.1.6.3.7 ACCESS TO PROPERTIES

The Contractor shall organize the work to cause the least possible inconvenience to the municipal operating staff. The Contractor will be responsible for the necessary traffic control where required. Works over private property will be done in close co-operation with the specific Landowners.

The Contractor shall ensure that all streets, roads and footpaths adjacent to or crossing the site and which are affected by the works and/or temporary works are kept in a safe condition for pedestrians and vehicular traffic. The Contractor shall organise his work so as to reduce the inconvenience to traffic and the private Landowners to a minimum, and no public road track or footpath shall be completely closed without prior approval.

If so ordered, the Contractor shall provide suitable bridges at street and driveway crossings where traffic must cross open trenches.

All signs shall be in English and Afrikaans.

C 3.1.6.3.8 SITE MAINTENANCE

During progress of the work and upon completion, 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 obstruction.

C 3.1.6.3.9 TESTING AND QUALITY CONTROL

C 3.1.6.3.9.1 CONTRACTOR TO ENGAGE SERVICES OF A SUITABLE LABORATORY

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of a suitable laboratory to undertake all testing of materials, the results of which tests are specified in, or reasonably to be inferred from the Contract, as to be taken into consideration by the Engineer in deciding on whether the quality of materials utilized and workmanship achieved by the Contractor complies with the requirements of the Specifications. The afore going shall apply irrespective of whether the said testing is indicated in the Specifications as to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the laboratory.

For the purposes of this Clause, a "suitable laboratory" shall mean a laboratory which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control of financial interest in the Contractor.

C 3.1.6.3.9.2 ADDITIONAL TESTING REQUIRED BY THE ENGINEER

In addition to the provisions of Sub-Clauses 7.4.2 and 7.4.3 of the General Conditions of Contract, the Engineer shall be entitled at times during the Contract, to require that the Contractor arrange with the laboratory to carry out any such tests, additional to those described, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay, arrange with the laboratory for carrying out of all such additional testing as required by the Engineer and copies of the test results shall be promptly provided to the Engineer.

C 3.1.6.3.9.3 COSTS OF TESTING

- (a) Tests in terms of Sub-Clause 7.4.4.1 of the General Conditions of Contract:

The costs of all testing carried out by the laboratory in accordance with the requirements of Sub-Clause 7.4.4.1 of the General Conditions of Contract above shall be borne by the Contractor and shall be deemed to be included in the tendered Fixed Price. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of Sub-Clause 7.4.4.1 of the General Conditions of Contract.

Where, as a result of the consistency of the materials carrying or as a result of failure to meet the required Specifications for the work, it becomes necessary to carry out additional tests (e.g. Re-test on rectified work and/or replacement material), the costs of such additional testing shall be for the Contractor's account.

- (b) Additional tests required by the Engineer

The cost of any additional tests required by the Engineer in terms of Sub-Clause 7.4.4.1 of the General Conditions of Contract shall be reimbursed to the Contractor, provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilized and/or the standard of workmanship achieved is not in accordance with the Specifications, shall not be reimbursable to the Contractor.

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractor's tendered Fixed Price for the items of work that require testing in accordance with the Specifications.

C 3.1.6.3.10 EXTENSION OF TIME DUE TO ABNORMAL CLIMATIC CONDITIONS

Extension of time will not be granted for what is considered normal adverse climatic conditions. Extension of time will only be granted in case of abnormal rainfall or saturated conditions in accordance with the method described as follows:

The Contractor must make allowance in his programme for the expected number of working days for which possible delays due to weather conditions may occur as scheduled in the table below.

Extension of time for each calendar month or part thereof for the full period required for the completion of the works, plus any approved extensions thereof will be calculated as follows:

Delays caused by abnormal climatic conditions will only be considered for extension of time if, in the opinion of the Engineer, critical path items as indicated on the Contractor's programme are influenced negatively. Only delays occurring on working days will be considered.

Extension of time will be granted for the number of days on which accepted adverse climatic conditions occurred, minus the number of days for the specific month in the schedule below.

The nett extension of time determined for every month, which may be negative, will be algebraically accumulated to determine the total nett number of days of extended time due to adverse climatic conditions. A negative balance at the time of completion will not be taken into consideration.

Where a portion of a month is involved, a pro rata number of days will be calculated.

SCHEDULE:

Expected number of working days which work may be delayed due to adverse weather conditions:

| MONTH | DAYS | MONTH | DAYS |
|----------|------|-----------|------|
| January | 2 | July | 1 |
| February | 2 | August | 1 |
| March | 2 | September | 1 |
| April | 2 | October | 1 |
| May | 1 | November | 2 |
| June | 1 | December | 1 |

TOTAL: 12 Days

- C 3.1.6.3.9.10.1 The Engineer shall, simultaneously on granting any extension of time in terms of this Clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the above calculation provided that where such period is negative, the Due Completion Period shall not be revised.
- C 3.1.6.3.10.2 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 of damage shall be the subject of a separate application for extension of time in accordance with the provisions of the General Conditions of Contract.
- C 3.1.6.3.11 **SUB-CONTRACTORS (NOMINATED OR APPROVED)**
- The Contractor shall be responsible for work carried out by both nominated and approved Sub-Contractors on his behalf.
- The Engineer will not liaise directly with such Sub-Contractors. Problems related to payments, programming, workmanship, etc. shall be the concern of the Contractor and the Sub-Contractor, and the Engineer will not become involved.
- C 3.1.6.3.12 **STANDING TIME**
- Standing time will only be considered when work is suspended by the written order of the Engineer. The Contractor shall not be entitled to recover any standing costs unless he provides full details in writing to the Engineer within 48 (forty-eight) hours of the Engineers order.
- Standing time will not be considered when work is suspended as a result of inclement weather or default on the part of the Contractor.
- C 3.1.6.3.13 **LABOUR RETURNS**
- The Contractor shall provide the Engineer with monthly returns showing the number and grade of employers and the number and type of construction plant on site.
- C 3.1.6.3.14 **SITE MEETINGS**
- The Engineer shall hold monthly site meetings and keep and circulate minutes. The Contractor will attend and will ensure that all Sub-Contractors are represented.
- C 3.1.6.3.15 **RESTRICTED AREAS**
- The Contractor and his workers shall remain within the demarcated area of the construction site. No persons will in particular be allowed in adjacent areas actively used by the Landowners for agricultural operations.
- C 3.1.6.3.16 **INTERFACE WITH OTHER CONTRACTORS (OPERATING / EMERGING CONTRACTORS)**

Other Contractors may be operating on the Site in close proximity to the Works during the construction period. The Contractor is to take cognizance of this and specify what restrictions (if any) are to apply.

C 3.1.6.3.17 MINIMUM NUISANCES TO PERSONS FROM THE SURROUNDING AREA

The Contractor is to ensure that he causes an absolute minimum nuisance to persons from the surrounding area by complying strictly with the following:

- a) Work to be executed only between the hours of 07:00 and 18:00.
- b) The works to be continuously and adequately watered as a means of dust suppression.

C 3.1.6.3.18 BORROW PITS

No borrow pits or sand quarries have been specifically allocated for this Contract. The Contractor is advised to liaise with the Municipality and/or Commercial Quarries on the availability of material.

C 3.1.6.3.19 DEALING WITH WATER

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater. **No** additional payment will be made and it will be deemed to be included in the rates of the relevant items.

C 3.1.6.3.20 SURVEY BEACONS

NB: Only if available to the Department of CoGHSTA NC, The Engineer will provide benchmarks with levels and co-ordinates as and when necessary. The Contractor's attention is drawn to Clause 5.1.2 of SABS 1200 A.

It is the exclusive responsibility of the Contractor to ensure that land surveyor's beacons, erf pegs and benchmarks are not covered, disturbed or damaged.

The Contractor's attention is drawn to the stipulations of Article 35 and 36 of the Land Survey Act, 1927 (Act 9 of 1927), in which he is held responsible for the safety of all survey beacons and benchmarks and of any plot boundary pegs that are found on the site, as well as for the cost involved in the replacement of displaced and/or damaged survey beacons and benchmarks or plot boundary pegs by a registered Land Surveyor.

After completion of the contract and before the final take-over certificate is issued, the Contractor will have to hand in a certificate from a registered land surveyor certifying that all survey beacons, benchmarks and erf pegs are in position.

Erf pegs and trigonometrical land surveyor's beacons that are either misplaced or destroyed during the contract must be replaced and installed by a registered land surveyor at the Contractor's expense.

The Contractor must point out to the Engineer, in writing, any erf pegs that are not in position within 14 (fourteen) days after commencement of the project. Should the Contractor fail to point out to the Engineer, in writing, any pegs not in position, it will be accepted that **all** pegs are in position.

It will be accepted that the Contractor has made provision under Preliminary and General to comply with the above. **No additional** payments will be made to comply with this.

The Contractor's attention is specifically drawn to the stipulation of Sub-Clause 5.1.2 of the Standardised Specifications SANS 1200 A.

C 3.1.6.3.21 RECORD DRAWINGS

As the Works proceed the Contractor must keep detailed records of all changes to plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose.

The Certificate of Completion will only be issued once the Engineer has received the record drawings. **No** separate payment will be made for this and it will be deemed to be included in the rates for the relevant items.

C 3.1.6.3.22

SAFETY

The Contractor must take the safety of the residents and their property into account during the planning and execution of the Works. All open trenches, services, material and machines must be protected and clearly marked.

Unless otherwise permitted by the Engineer in writing, no more trench in any one place shall be opened in advance of the pipe laying operation than can be backfilled before the end of the normal working day. Open trenches and/or excavations shall be clearly barricaded with rigid orange nylon netting, "Netlon", or similar approved. Minimum height **1,0 m** (safety netting) as instructed by the Engineer and/or Safety Agent. **No** trenches and/or excavations will be left open outside normal working hours. See Clause 5.8 of the General Conditions of Contract. The cost to provide the above will be taken as included with the tendered rates for the excavations. The Employer will make **no** additional payment to comply with the above.

Where applicable, no trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:

- a) Prevent damage occurring to the trenches or any other part of the Works;
- b) Prevent damage to or physical loss of the property of any person;
- c) Eliminate the risk of injury to any person during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent re-opening of the trenches after the holiday period shall be for the Contractor's account.

The Contractor shall comply with all the safety regulations of the Employer, Other Authorities and/or as demanded by the Engineer.

It will be accepted that the Contractor has made provision in his tender to comply with abovementioned requirements and **no** additional payment shall be made to comply with these requirements.

The Contractor must ensure that works are properly safeguarded with the necessary road signs, chevron safety bands, lights, etc. at all times, especially at night. The Engineer reserves the right to instruct the Contractor to supply additional safety measures, **without additional payment**. Remuneration to comply with these requirements must be included in the tendered amounts in Section: Preliminary & General of the Bill of Quantities.

The possible cost of shoring of excavation sides must be included in the cost of excavations. The Engineer reserves the right to request shoring or to strengthen any shoring **without additional remuneration** to the Contractor.

The "Factories, Machinery and Building Work Act (Act 22 of 1941)" as well as the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, where it may appear in the SANS 1200 Standardised Specifications, be replaced by the "Occupational Health and Safety Act (Act 85 of 1993).

C 3.1.6.4 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least 2 (two) sets of A-4 sized paper copies.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

The value certified in each payment certificate shall only be based on houses where specific interim payment stage has been reached and a Certificate of Compliance for that part of the work has been issued and signed by the Engineer, considering the information submitted by the Contractor.

No interim payments will be made for site establishment, demolishing and discarding of materials. First payment will be made only after milestone 1 (Foundation) has been reached.

The interim payment stages shall be based on the following progress achieved per house:

| INTERIM STAGE | PROGRESS COMPLETED | % PAYMENT | CUMULATIVE % |
|---------------|---|-----------|--------------|
| 1 | Completion of raft foundation &/or foundation & floor slab construction, completely inspected and approved by Engineer. | 20 | 20 |
| 2 | Completion of all brickwork up to wall plate height including all door and window frames built in complete, inspected and approved by the Engineer. | 20 | 40 |
| 3 | Completion of roof trusses and roof sheeting complete, inspected and approved by the Engineer. | 10 | 50 |
| 4 | Completion of all plastering, inspected and approved by the Engineer. | 10 | 60 |
| 5 | Complete plumbing, installation of all doors and glazing, disposal and all finishes, inspected and approved by the Engineer. | 5 | 65 |
| 6 | Complete installation of ceiling with prescribed air gap inclusive of above-ceiling insulation, inspected and approved by the Engineer. | 5 | 70 |
| 7 | Complete electrical installation, inspected and approved by the Engineer. | 5 | 75 |
| 8 | Complete casting of aprons as per specifications, inspected and approved by the Engineer. | 5 | 80 |
| 9 | Practical Completion – Completion of house in totality, inspected and approved by the Engineer | 15 | 95 |
| 10 | Retention after successful 3(three) months inspection. | 5 | 100 |

No re-measuring of quantities will be applicable. See also C 3.1.9.14.

C 3.1.6.5 CONSTRUCTION IN LIMITED AREAS

Although not very often, working space may sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. **No** extra payment or any claim for payment due to these difficulties will be considered. Where, in the Engineer's opinion, the use of hand excavation has been deemed necessary, it has been allowed for in a separate item of the Schedule of Quantities.

C 3.1.6.6 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site to be indicated by the Employer. Such site shall meet with the approval of the Local Authority within whose area it falls and the spoiling shall comply with all the statutory and municipal regulations.

C 3.1.6.7 SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the Specifications.

C 3.1.6.8 MANUFACTURER'S INSTRUCTIONS

The recommendations of the Manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed by the Engineer in writing.

C 3.1.6.9 PROPRIETARY MATERIALS

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required and where the terms "or similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

C 3.1.6.10 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the Contract in order to safeguard both the Works and the Public.

Notices: The Contractor may use signs and barricades as well as advertisements only upon approval, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

C 3.1.6.11 SETTING OUT OF WORK

Benchmarks and reference line data shall be provided to the Contractor at commencement of the Contract. The Contractor shall be responsible for the proper and accurate setting out of the Works.

The Contractor shall be responsible for the correctness of the position, levels, dimensions and alignment of all parts of the Works.

The checking of any setting-out of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall be responsible for the provision of all necessary instruments, appliances and labour in connection with his responsibility for setting out of the works.

If at any time during the progress of the Works, any error shall appear or arise in the position, level, dimension or alignment on any part of the Works, the Contractor, on being required to do so by the Engineer, shall rectify such error.

C 3.1.6.12 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and drawings rest on the Contractor and the Contractor shall, at his own expense, institute a quality control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and staff, together with the transport, instruments and equipment, to ensure adequate supervision and positive control of the Works at all times.

The cost of all supervision and process control, including testing thus carried out by the Contractor shall 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 that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

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

C 3.1.6.13 TRANSPORT OF MATERIAL

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the Specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Specification Data.

The tendered unit prices for the provision of all imported construction materials from feudal quarries or commercial sources and for the removal of spoil material and unfit material, shall be deemed as including the loading and transportation of material from the source to the final unloading point, as well as the unloading thereof.

No additional payments shall be made for **any** imported construction materials.

All haul distances, unless otherwise specified in the Bill of Quantities, shall be deemed as free haul, including the dumping of excess material.

C 3.1.6.14 EMPLOYMENT OF PREVIOUSLY DISADVANTAGED LOCAL LABOUR

Where possible the Contractor must make use of unemployed local labour.

C 3.1.6.15 LIAISON WITH LOCAL AUTHORITIES

The Contractor will have to liaise with the Local Authorities regarding the following matters:

- a) Dealing with traffic;
- b) Locating of existing underground services;
- c) Protection of existing services during construction.

All relevant authorities will be notified of above operations. It is then the Contractor's onus to immediately contact all these Authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the Authorities at least 48 (forty-eight) hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the Local Authorities informed. The Engineer and/or Employer must immediately be notified, should the Contractor experience any problem regarding work, which involves a Local Authority.

C 3.1.6.16 LOCAL MATERIAL

Where possible the Contractor must make use of local suppliers for materials. It shall be **compulsory** for the contractor to source the required internal plaster bricks from the local brickworks.

C 3.1.7 **WAY LEAVES, PERMISSIONS AND PERMITS**

The Contractor shall be responsible for obtaining all the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on site, and shall ensure that any way leaves, permissions or permits obtained by the Employer's Agent prior to the award of the Contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such way leaves, permissions or permits.

The Contractor shall ensure that all way leaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any way leaves in respect of electricity services are renewed timeously every 3 (three) months.

C 3.1.8 **ALTERNATIVE TENDERS**

In the case of an Alternative Tender submitted by the Contractor having been accepted by the Employer, the provisions as set out hereunder shall, in addition to the other requirements of the Contract, apply in the Contract.

C 3.1.8.1 **COMPLETION AND SUBMISSION OF FINAL DESIGNS AND DRAWINGS**

C 3.1.8.1.1 The Contractor shall, not later than **1 (one)** month prior to the date on which it intends to commence work on the Works or any part thereof which is the subject the Contractor's alternative technical proposals in respect of the design or Specifications of the Works contained in an alternative Tender accepted by the Employer, submit to the Engineer for his approval, the complete set of final working drawings, including general layout drawings and bending schedules, final design calculations, Specifications, the design assumptions and parameters on which the designs are based and all other documentation and details as may be required by the Engineer for the purposes of evaluating and approving the final design, Specifications and drawings.

C 3.1.8.1.2 The information and details to be submitted by the Contractor shall comply in all respects with the following:

a) **Calculations**

- (i) Calculations shall include calculations of stresses in the structure as relevant, including calculations of reinforcing or pre-stressing steel.
- (ii) The calculations shall be set out in a clear and logical manner to facilitate checking.
- (iii) A full description of the design assumptions shall accompany the calculations.

b) **Drawings**

- (i) Drawings shall show the whole structure in elevation, sectional elevation and in plan to a suitable scale.
- (ii) Sufficient large-scale sections and other details shall be submitted to show the concrete and other dimensions clearly.
- (iii) Foundation levels and foundation sizes as well as the steel reinforcement at critical sections shall be indicated on the drawings.

- (iv) The standard of detailing and the quality of the prints shall be the same as that of the Contract drawings supplied to the Contractor, or in the absence of any such contract drawings having been provided, of the same standard as that which was provided in the Tender Documents.
- (v) The drawings shall be compiled in the official language of the Contract.

c) **Further details**

Should the Engineer conclude that the calculations, drawings, Specifications or any other data submitted by the Contractor in accordance with the provisions of this Clause are insufficient or inadequate for proper evaluation, the Engineer reserves the right to require the Contractor to submit such further calculations, drawings, Specifications and any other such data as the Engineer may require. If such further details are not submitted within the time required by the Engineer, the Tenderer will be deemed in default of the provisions of this Clause.

C 3.1.8.1.3 The Contractor shall submit only drawings and other data, which are complete in all respects and in accordance with Sub-Clause C 3.3.5.1.2. If the final calculations, drawings and details do not comply with the specified requirements, the alternative designs will be rejected unless suitably amended by the Contractor.

C 3.1.8.1.4 The Contractor will not be entitled to any claim for delays experienced as a result of the submission of incomplete drawings or other documents and data, which is not strictly in accordance with the requirements of this Specification.

C 3.1.8.1.5 The Contractor shall not commence executing the Works or any portion thereof which is the subject of alternative technical proposals in respect of the design or Specifications of the Works contained in an Alternative Tender accepted by the Employer, until the Engineer's approval of the designs and calculations has been given in writing and the Drawings signed by the Employer, or the Engineer on the Employer's behalf.

C 3.1.8.2 **STATUS OF ACCEPTED DRAWINGS**

C 3.1.8.2.1 The accepted Drawings shall form an integral part of the Contract Documents and drawings not accepted and signed by or on behalf of the Employer will not be permitted for construction or manufacturing purposes.

C 3.1.8.2.2 Notwithstanding the approval and/or acceptance and signing of the drawings, the Contractor shall remain fully responsible for the details, discrepancies, omissions, errors and consequences in respect of the said drawings and the approval of a design by the Engineer shall not in any way relieve the Contractor of its responsibility to produce a design that complies with all the specified requirements.

C 3.1.8.3 **MEASUREMENT AND PAYMENT**

C 3.1.8.3.1 **DESIGN, CONSTRUCTION AND REMEDYING OF DEFECTS**

a) **Amount**

No payment will be made to the Contractor in respect of its costs incurred in the design, preparation and submission of drawings and other documents pertaining to an accepted Alternative Tender.

b) **Re-measurement**

Notwithstanding anything to the contrary as may be contained in the Contract, the said Works or portions thereof (as applicable) which are the subject of the works shall not be subject to re-measurement and the quantities listed by the Contractor in the Schedule of Quantities forming part of its Alternative Tender shall be fixed and not subject to any variation whatever during the Contract.

c) **Interim Payments**

The amounts which shall become due and payable to the Contractor in the monthly Payment Certificates, in respect of the portions of the Works which are the subject of the Contractor's alternative technical proposals, shall be determined on the basis of the quantities of work certified as having been completed in the period for which the payment applies as inspected in floor; brick work to roof; roof; Practical Completion and Final Completion; provided always that no payment will be made in respect of quantities exceeding those listed by the Contractor in the said Schedule. When payments on the abovementioned stages have been made per house the next payment must be Practical Completion or payment might be stopped until such time that said houses are practical complete.

C 3.1.8.3.2 **ENGINEER'S COSTS IN REVIEWING THE CONTRACTOR'S DESIGN**

The Engineer's costs incurred in reviewing, checking and approving the designs, drawings, calculations and other documents pertaining to the Contractor's accepted Alternative Tender (and which designs, drawings, calculations and other documents were submitted by the Contractor in accordance with the provisions of both the Tender Documents and the Contract) shall, on presentation of an account to the Contractor and certified in writing by the Employer, be paid by the Contractor to the Engineer.

The Contractor shall be reimbursed in the actual amounts of all such payments made in the next subsequent Payment Certificate, in substitution of the Provisional Sum provided by the Contractor in the Schedule of Quantities forming part of its Alternative Tender in accordance with the requirements of the Tender Documents.

C 3.1.8.4 **VARIATIONS TO THE ACCEPTED ALTERNATIVE PROPOSALS**

C 3.1.8.4.1 **VARIATIONS BY THE ENGINEER**

- a) When the Engineer requires design modifications for reasons other than:
- (i) The Contractor's failure to comply with the design requirements; or
 - (ii) Errors in the Contractor's designs (e.g. foundation conditions that differ materially from those indicated by the test holes); the Contractor shall make such modifications.
- b) When such design modifications result in a variation on the quantities of work to be executed, such variations will be valued by the Engineer in accordance with the rates and prices in the Schedule of Quantities and the tendered Lump Sum for the alternative will be adjusted up or down, depending on whether the modifications entail an increase or a decrease in the quantity of work.

C 3.1.8.4.2 **VARIATIONS BY THE CONTRACTOR**

The Contractor shall not, subsequent to the approval of its alternative designs, specifications and drawings, amend without the prior written permission of the Engineer.

C 3.1.8.5 **DEFAULT OF THE CONTRACTOR**

C 3.1.8.5.1 Should it become apparent at any time during construction or during the Defects Liability Period that the Contractor's alternative design and/or Specifications do not comply with the specified requirements, the Contractor shall be liable for all consequential damage and shall, at its own expense, do all the work required to ensure that the structure complies with the design requirements and the Contractor shall not be entitled to any additional payment.

C 3.1.8.5.2 When circumstances that are within the control of the Contractor arise after the acceptance of the Alternative Tender and when these circumstances, in the opinion of the Engineer, render construction of the alternative unacceptable, the Contractor shall construct the Works strictly in accordance with the original designs specified in the Tender Documents. In such circumstances, the Contractor shall not be entitled to any additional payment.

C 3.1.9 **GENERAL**

C 3.1.9.1 **CONNECTION TO EXISTING WORKS**

Where construction has to be connected to existing works, the Contractor must negotiate a suitable time for the connecting with the Employer. It may be necessary to connect after hours and/or over weekends. Tendered prices for connection must provide for the above and/or control of all flows and **no** additional payments will be made by the Employer to comply with this.

C 3.1.9.2 **CLEANING OF PIPES AND STRUCTURES**

The Contractor shall ensure that pipes and structures shall be clear of all planks, stones, concrete, etc. which may be found in them, before commissioning. Any damage caused to equipment, structures, etc. as a result of the presence of above objects, shall be repaired at the Contractor's cost.

C 3.1.9.3 **BLASTING**

Where the Contractor is going to make use of blasting in excavations, the Contractor must notify all residents in the vicinity of the works in writing at least 14 (fourteen) days before commencement of the works of the proposed blasting.

The Contractor must also inspect **all** buildings in the vicinity at least 14 (fourteen) days before commencement of the blasting and any existing damage to buildings must be noted. Owners must sign the noted inspection within 7 (seven) days. After completion of **all** blasting in the vicinity, the buildings must once again be inspected, and damage noted. The Owners must again sign the noted inspection.

The Employer shall not be held accountable for **any** damages caused due to the use of explosives.

C 3.1.9.4 **BEDDING AND BACKFILL**

Placing and compacting of bedding and filling around pipes, as well as the main backfill over pipes, shall be done **strictly** according to the requirements of SANS 1200, the Project Specifications, Details on Drawings and the Specifications of the pipe manufacturers. **No** deviation of the above will be allowed. Tenderers shall make adequate provision in their tendered unit prices to comply with the above **in full**. The Employer shall make **no** additional payments to comply with the above.

Backfill density shall be done **strictly** in accordance with SANS 1200 DB, Sub-Clauses 5.7.1 and 5.7.2. The Contractor shall execute control tests as and when so requested by the Engineer, to verify densities, as prescribed in SANS 1200. Cost of the test will be deemed as included in bedding and backfill tendered rates.

C 3.1.9.5 CONTRADICTIONS AND OBSCURITIES IN THE TENDER DOCUMENT

Should there be any contradictions, obscurities or doubt in the text of the Tender Document or drawings, or if any obvious errors or illegible figures are found, the Contractor must, before submitting the tender, get a written, signed declaration of the correct meaning of such descriptions, figures, Clauses, etc. from the Engineer.

The Contractor shall not be permitted to submit **any** claims against the Employer and/or Engineer after closing of tender due to the abovementioned reasons.

The Contractor must examine the Tender Documents to ensure that it contains all the applicable pages and that a complete set of drawings has been issued. The Contractor must notify the Engineer accordingly should there be any pages and/or drawings missing. The Engineer shall then immediately supply a complete set of Tender Documents and/or drawings in exchange for the incomplete set of Tender Documents and/or drawings.

The Contractor will be forced to, at own cost, repair all work caused by the incorrect interpretation of the drawings and /or Specifications and as a result not complying with the requirements of this contract document and/or drawings.

C 3.1.9.6 CONTRACTOR TO BE COMPENSATED (CLAUSE 4.5.4 OF THE GENERAL CONDITIONS OF CONTRACT)

The Employer shall NOT refund to the contractor any such sums.

C 3.1.9.7 VESTING OF MATERIAL

All material on site is to remain the contractor's responsibility throughout the duration of the contract. The contractor is to ensure that all material is to be stored in a safe and secure location until completion of the works at hand.

C 3.1.9.8 SPECIFICATIONS

Where referred to SANS Specifications or any other specification, it shall mean the latest published edition of abovementioned specification.

C 3.1.9.9 COSTS INCURRED WITH THE PREPARATION AND SUBMISSION OF TENDERS

The Employer shall not be held responsible for **any** expenses or losses incurred by the Tenderer with regards to the preparation and/or submission of tender documents.

C 3.1.9.10 STATUTORY LAWS AND REGULATIONS

The Contractor must supply all notices and pay all fees, as required by an Act of the Parliament, Ordinance or any Regulations or By-Laws or any Local or other Statutory Power with regards to the executing of the Contract Works or any other Temporary Works and according to the Employer and all Public Authorities and Companies whose property or rights may at any time be influenced by the Contract Works or any temporary Works.

The Contractor shall under all circumstances comply with the regulations of any Act of Parliament, Ordinance or any Regulations or By-Laws or any Local or other Statutory Power that may be applicable to the Contract Works or any Temporary Works and according to rules and regulations of the Employer and all Public Authorities and Companies, as already mentioned, and shall indemnify the Employer against all fines and responsibilities of any kind for breach of contract of such an Act, Ordinance, Regulation or By-Laws.

The Employer shall compensate the Contractor, or reimburse the Contractor for all amounts payable, as specified by the Engineer, that is payable and already paid for by the Contractor on such fees, and also all taxes paid by the Contractor for the Site or any part thereof or

anything constructed or erected on site, or any part thereof, or any temporary structure, placed elsewhere, but exclusively for the use of the Contract Works, with the understanding that the Employer, and not the Contractor, shall be responsible for the obtaining any planning permissions that may be required for the Contract Works.

C 3.1.9.11 LAWS THAT SHALL APPLY

The contract shall at all times be executed in accordance with the Laws of the Republic of South Africa, and any discrepancies that may occur between the Employer and the Contractor as far as the contract is concerned, shall be settled in the Republic of South Africa, unless the Law on the contract applicable on this Clause is from another country, the Employer is entitled to adopt the Law from another country in the case of any disagreement and/or the case may be settled in such a country.

All Laws and/or Regulations referred to in the Tender Document will be, where applicable, "as amended".

C 3.1.9.12 LABOUR

C 3.1.9.12.1 CONTRACTS WITH LABOURERS

The contractor will enter into employment contracts with all labourers to be employed during the construction period of this project.

C 3.1.9.12.2 WAGE RATES

Wage rates for labourers will be paid in accordance with the latest Government Gazette for the Northern Cape Province. The current rate is R29.37/hour for a normal 9 hours working day.

C 3.1.9.12.3 PROJECT LIAISON OFFICER (PLO)

A project liaison officer (PLO) will be appointed on a full-time basis for the duration of the project in order to facilitate, inter alia, the smooth proceeding of the employment of local labour. The PLO will be the link between contractor and labourers. The PLO will be identified by the VARIOUS Municipality but will be paid out of the project. The wages for the PLO shall be R4 850.00/month for an average 9 hour working day.

C 3.1.9.12.4 LABOUR INTENSIVE CONSTRUCTION ACTIVITIES

The following activities where applicable shall be carried out using Labour Intensive Construction (LIC) methods:

1. Preparation of bedding and blanket
2. Laying of all pipes with a diameter of less than 355mm
3. Installation of all fittings and accessories (valves etc.) to pipes
4. Mixing and placing of concrete for small concrete works (i.e. thrust blocks)
5. Building of manholes and benching
6. Finishing and cleaning of site
7. Other activities that by their nature are usually done by labour intensive construction methods.

The Contractor is encouraged to add activities to the above list but he shall ensure that the specified standards of construction will be achieved.

Although it is the intention that the above activities be carried out by labour intensive construction methods the Contractor may propose to the Engineer alternative ways in which the work is to be executed. The Engineer's approval of these alternative methods will not be unreasonably withheld from the Contractor.

C 3.1.9.12.5 EMPLOYMENT OF LOCAL LABOUR

C 3.1.9.12.5.1 QUANTUM OF KEY PERSONNEL

The Contractor must submit the description and numbers of his key-personnel that he will bring onto Site in a Key Personnel Schedule. Key personnel will include Foremen, Artisans, Clerks, skilled Supervisors and Operators.

C 3.1.9.12.5.2 QUANTUM OF LABOUR EMPLOYED

The Contractor shall submit detailed daily labour records, weekly, to the Engineer indicating respectively the numbers of permanent and temporary local employees employed on the Works, and the activities on which they were engaged.

The number of labourers stated by the Contractor in the Key Personnel Schedule shall be used by the PLO (if appointed), Engineer and Employer, in collaboration with the Contractor in the planning and programming of the Contractor's local labour requirements.

C 3.1.9.12.5.3 PAYMENT AND PRODUCTIVITY

Payment to the local labour force shall be made on a forth nightly basis in respect of Tasks completed during that period. Formal up to date records must be kept of all payments made to subcontractors and labourers.

In order that the project is economically viable and the employment of labour is not merely a "hand-out" to the local community, is important that payment of the labour force is linked to productivity. Increased productivity can be achieved by utilising the "Task Work" principle (see Clause PS 9.7), in terms of which the Contractor will be required to reward the labour force on the basis of Tasks completed.

C 3.1.9.12.6 CONDITIONS OF TEMPORARY EMPLOYMENT

It is envisaged that there may not be sufficient experienced local subcontractors available to warrant tenders or quotations on the base of competitive labour rates. Equally it may prove confusing to the local labourers and therefore counterproductive for possible tenderers to bargain for lower labour rates. A rate agreed upon at tender stage, may no longer be accepted as valid by the time the Tender is awarded. For the purpose of this tender therefore, tenders are to price labour at the approved local minimum daily rate as prescribed by the Department of Labour.

The rate of payment to local labour will be based on the accepted contractual productivity levels. The Engineers Representative will monitor productivity to ensure that this principle is carried out. For labour intensive construction (LIC) activities where no production rate is applicable, the minimum rate of payment per working day specified above shall apply.

The following conditions of work shall complement the conditions of employment:

- (1) The Contractor shall give to a temporary employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided that such notice.
- (2) The temporary employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the date of commencement, a record of training received and the date of termination of the contract.

- (3) Skilled labour e.g. Brick layers and carpenters will be paid normal hourly rates as commonly used in the industry.
- (4) The Contractor must provide unemployment insurance for the local labourers.

C 3.1.9.12.7 TASK WORK RELATED ACTIVITIES

A task shall be determined on the basis of what an average person from the local Community could complete in a day. A Task shall be defined on the said basis with regard to the prevailing physical conditions and other regulatory conditions as specified in Clause PS 9.6.

A task is a quantified activity or operation to be performed by a person/labourer in one ordinary working day. The quantification of tasks shall be based on individual employees or a group of employees. The supply and control of hand tools and other equipment necessary to do the work, will be the responsibility of the Contractor.

| | DESCRIPTION | UNIT | QUANTITY |
|-----|---|----------------------------------|---------------|
| 1. | Excavation in: - Soft (sandy) material 0 to 1,0 m deep 0 to 1,5 m deep | m ³ m ³ | 3,0 2,2 |
| 2. | Backfilling: 0 to 1,5 m deep | m ³ | 6 |
| 3. | Brickwork to Manholes and similar (220 mm thick) | m ² | 5 |
| 4. | Pipe laying, including bedding and blanket | | |
| 4.1 | Sewer Pipes | m | 48m/team of 8 |
| 4.2 | Water Pipes | m | 60m/team of 8 |

The activity and production rates ranges given in the schedule above, must be used only as a guideline.

C 3.1.9.12.8 TRAINING OF LOCAL LABOUR

C 3.1.9.12.8.1 IN SERVICE TRAINING OF LOCAL LABOUR

Through the core of artisans, skilled and semi-skilled personnel are required to construct, supervise and adequately control the Contract; the Contractor shall provide the necessary in-service (on-the-job) training in basic construction skills.

C 3.1.9.13 INTERCHANGEABLE TERMS

Throughout this document the terms “Bid/Bidder” and “Tender/Tenderer” has the same meaning.

“Bill of Quantities” and “Schedule of Quantities” will also have the same meaning.

C 3.1.9.14 BILL OF QUANTITIES: LUMP SUM CONTRACT

The Tender is a **Lump Sum** per Bill of Quantities Sections and **no** re-measuring of quantities will be applicable.

The Bill of Quantities is included in the document to assist Tenderers to price the Works. Quantities are provided in good faith, but Tenderers must ensure that their tendered prices for the works are **all inclusive** for the works as indicated on the drawings and as per the Specifications.

The Client will not pay any additional amounts not included in the Tendered amounts.

Due to the fact that the Bill of Quantities is not re-measurable, monthly payments will be calculated in accordance to C 3.1.6.4.

The Bill of Quantities were compiled as per "Model Preambles for Trades: 2008". A copy can be viewed at the Offices of the Consulting Engineer.

C 3.1.9.15 VALUE ADDED TAX

The Contractor must be registered as a vendor in terms of the Law on Value Added Tax of 1991. **NOTE THAT COGHSTA DOES NOT PAY VALUE ADDED TAX.**

C 3.1.10 MINIMUM SPECIFICATIONS FOR THE HOUSES

C 3.1.10.1 INTRODUCTION

Tenderers must determine their independent tendered Fixed Rate per house, but the pricing structure of the houses must be in line with the National Human Settlement Guidelines.

House type and /or sizes are as listed below per area:

ZF MGCAWU Standard 40m² House = 5 units

ZF MGCAWU 45m² Disabled House – Category C = None units

C 3.1.10.2 DESIGN

Foundation, Superstructure and Roof Structures designed and certified by a Professional Engineer, accredited at the NHBRC, is the responsibility of the Tenderer. The designs must be submitted to the Engineer (Employer's Agent) for approval before **any** construction commences.

C 3.1.10.3 MINIMUM SPECIFICATIONS

C 3.1.10.3.1 Listed below are some abstracts from the SANS 10400 and also the specifications from National Housing Code, the specifications and code will be judged as the minimum requirements for these houses:

C 3.1.10.3.1.1 The minimum standard is a 40m² house, consisting of a lounge/kitchen, 2 bedrooms and a bathroom;

C 3.1.10.3.1.2 The installation of a ceiling with the prescribed air gap for the entire dwelling;

C 3.1.10.3.1.3 The installation of above-ceiling insulation comprising a 130 mm mineral fibreglass blanket for the entire house;

C 3.1.10.3.1.4 Internal walls to be plastered and painted (1 coat universal pva primer and 2 coats matt durable- Plascon or Dulux)

C 3.1.10.3.1.5 A standard basic electric installation comprising a pre-paid meter-ready board with a recessed distribution board with lid and lights and double plugs to all living areas of the house, water-tight outside lights above the front and back doors, and stove point in the kitchen area. Inclusive of Earthing and earthing peg.

The Electrical Installation must be done by a person registered as an Electrical Contractor in terms of the Occupational Health and Safety Act of 1993 - "Electrical Installation Regulations", as well as be registered with the Local Council / Authorities;

C 3.1.10.3.1.6 Must comply with the latest NHBRC specifications; SANS 10400 and SANS 1200.

C 3.1.10.3.1.7 Special low E clear and opaque safety glass of all windows.

C 3.1.10.3.2 Construction Specifications:

C 3.1.10.3.2.1 Walls:

(i) "Brickforce" of internal walls to fully overlap that of the external walls. Masonry walls to have suitable "Brickforce" every third course and in every course above window height and in foundation walls.

(ii) Internal walls: plastered and painted.

- (iii) External walls: semi-face bricks. (Corojem Facebricks) To be sealed with approved facebrick sealant.
- (iv) Jointing to be done on the external doors
- (v) All bricks of the houses must be a minimum of 14MPA

C 3.1.10.3.2.2 Doors:

- (i) 2.0 mm Steel cottage section windows and 1.2 mm thick steel doorframes with fixed lugs neatly built into brickwork. Windows to have standard fittings.
- (ii) Install precast lintels over all window- and door openings.
- (iii) Exterior 2032 x 813 x 44 mm FL&B door complete with 70 mm weather board and 3-lever lock set. Internal 2032 x 813 x 44 mm hollow core doors (commercial veneer) to be fitted with 2-lever lock set. Doors to have standard fittings.
- (iv) Meranti weather strip on external doors

C 3.1.10.3.2.3 Windows:

- (i) Kitchen Windows: C2 with 4 mm glass (No. = 1)
- (ii) Bedroom Windows: D2 with 4 mm glass (No. = 2)
- (iii) Lounge Windows: D4 with 4 mm glass (No. = 1)
- (iv) Bathroom Windows: E1 with 4 mm obscure glass (No. 1)
- (v) All glazing to comply with SABS 0137

C 3.1.10.3.2.4 Plumbing:

- (i) All plumbing to be carried out by a Plumber registered with the Local Council/Authorities.
- (ii) Build-in 1700 mm bath side wall and sand bed complete with 15 mm chromium plated hot and cold taps, 40 mm bath outlet and removable fibre cement inspection panel. Neatly silicone along wall surfaces;
- (iii) Fit one WC complete with 6 l cistern, fittings, toilet seat and flush pipe.
- (iv) Provide and fit a 1200 x 535 mm single bowl sink unit with one chromium plated bib tap, 38 mm chromed waste outlet and 40 mm PVC trap, on one pair of brackets. Neatly silicone along wall surfaces.
- (v) Hot and cold water polycop lines to be neatly chased into walls to all sanitary fittings. Hot water to be blanked off in roof for future geyser.
- (vi) Install angle valves and a stop cocks where applicable.
- (vii) A 16 mm HDPE water connection to the Municipal network, inclusive of a stopcock.

C 3.1.10.3.2.5 Drainage:

- (i) Provide 1 x 15 mm bibtap over a gully at the kitchen.
- (ii) Provide a 110 mm vent valve at the head of the 110 mm soil line.
- (iii) Waste water pipe system to have 50 mm vent valve at highest point.
- (iv) Provide a marked rodding eye at the head of the soil drain and at all change of direction. All pipe connections on soil drain to have inspection eyes.

C 3.1.10.3.2.6 Finishes:

- (i) Floors to be power-floated to a smooth and level finish and kept damp for a period, as per Engineer's requirements, before any brickwork commences.
- (ii) Steel window- and door frames to have a 1 x coat red oxide factory coated primer, 1 x universal undercoat and 2 x finishing coats.
- (iii) External timber doors: well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish.
- (iv) Internal doors: well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint.
- (v) Window panes to be fitted with correctly prepared putty and only painted when surface is firm and dry - not to be left unpainted for too long, paint as per window frames.
- (vi) House numbers on Perspex plack 150mm High Black on Silver

C 3.1.10.3.2.7 Roof:

- (i) Engineer's designed and certified pre-fabricated nail plate roof trusses;
- (ii) Minimum roof slope of 17.5 degrees.
- (iii) Roof covering to be 0.5 mm corrugated chromadek roof cladding, color sandstone beige, installed according to manufacturer's specification
- (iv) 30x1.2mm Galvanised hoop iron roof anchors at 1500mm centres on the eaves and on the centre wall including on each rafter to the gable walls. (or 4mm Wire built into brickwork for a minimum of 600mm)
- (v) 220x12mm fibre cement tiles to truss end with 50x5mm counter sunk steel wood screw heads and apply paint as for exterior walls.
- (vi) All sprockets to be treated with carbolineum or similar approved product.

C 3.1.10.3.2.8 Ceiling:

- (i) Ceiling to be installed in accordance to SANS 10400 and include the regional approved isolation.

C 3.1.10.3.2.9 Aprons:

- (i) Concrete strength of 20MPa
- (ii) Maximum slump of 75mm
- (iii) 85mm thick, 1000mm wide
- (iv) Maximum length of panels: 2500mm with 10mm expansion joints

C 3.1.10.4 COMPLETION QUALITY PACK:

The contractor will be required to submit a Completion Quality Pack for each stand number in the scope of works as part of completion of the project.

Each pack will consist of the following documentation:

- (i) Signed Happy Letter
- (ii) As-built drawing of house indicating orientation on stand and services connections.
- (iii) SANS 10400 – A: Form 4 (Structure) – Signed by the NHBRC Registered Engineer
- (iv) Test Cube results
- (v) Roof Certificate
- (vi) COC – Electrical Installation

Retention payments will be retained should the above documents not be submitted per stand.

C 3.1.11

CATEGORY E: Partially/totally blind

Access to house(12m² paving, and ramp at doorway

Kick plates to doors

Hand and Grab rails

Lever action taps

1 m vinyl folding door in bathroom

Slip resistant flooring

Colour contrast on doorways, stairs, corners of buildings and skirting on walls.

Section A: New House: PHILANDERSBRON ERF 48

Refer to clause 3.1.10.3 for minimum specifications.

| | |
|--|---|
| | <p>BNG house 40m²</p> <ul style="list-style-type: none">• ALL CONTRACTUAL REQUIREMENTS• A comprehensive GFSH 02 Geotechnical Investigation• Breaking down and discard of informal structure• Site clearance and access• Submit Building plans to LM for approval• Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof)• NHBRC Enrolment• Temporary accommodation• "Excavations• (Foundations and services connections)"• Reinforcing and Casting of Strip Foundations• Building of Foundation Brickwork• Cast Surface Bed• G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation• Building of Superstructure Brickwork• Complete Supply, Deliver and Installation of Roof• Complete gable and beamfilling• Apply approved brick sealant to all external walls, as per manufacturers specifications• Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA• Supply and Install Plumbing inclusive of all sanitary fittings and pipe work• Supply, deliver and install 2 external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish)• Supply, deliver and install 3 internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint)• Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications• Supply, Deliver and Install 3xC7 Window inclusive of all Fittings and Glazing as per specifications• Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications• Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round• Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug |
|--|---|

| | |
|--|---|
| | <ul style="list-style-type: none"> • Electrical Connection Application with the Local Municipality on behalf of beneficiary • Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure • Construct complete 6000 litre Conservancy tank as per the guidelines from SANS 10400 DRAINAGE MANUAL attached to this tender • Supply, Deliver and Install Connection to Water Service • Supply, Deliver and Install Connection to Sewer Service • Quality Completion Pack • OHS Regulation |
|--|---|

Section B: New House: LEMOENDRAAI ER 14937

Refer to clause 3.1.10.3 for minimum specifications.

| | |
|--|---|
| | <p>BNG house 40m²</p> <ul style="list-style-type: none"> • ALL CONTRACTUAL REQUIREMENTS • A comprehensive GFSH 02 Geotechnical Investigation • Breaking down and discard of informal structure • Site clearance and access • Submit Building plans to LM for approval • Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) • NHBRC Enrolment • Temporary accommodation • "Excavations • (Foundations and services connections)" • Reinforcing and Casting of Strip Foundations • Building of Foundation Brickwork • Cast Surface Bed • G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation • Building of Superstructure Brickwork • Complete Supply, Deliver and Installation of Roof • Complete gable and beamfilling • Apply approved brick sealant to all external walls, as per manufacturers specifications • Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA • Supply and Install Plumbing inclusive of all sanitary fittings and pipe work • Supply, deliver and install 2 external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) |
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| | <ul style="list-style-type: none"> • Supply, deliver and install 3 internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) • Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications • Supply, Deliver and Install 3xC7 Window inclusive of all Fittings and Glazing as per specifications • Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications • Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) • Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug • Electrical Connection Application with the Local Municipality on behalf of beneficiary • Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure • Supply, Deliver and Install Connection to Water Service • Supply, Deliver and Install Connection to Sewer Service • Quality Completion Pack • OHS Regulation |
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Section C: New House: PABELELLO ERF 16814

Refer to clause 3.1.10.3 for minimum specifications.

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| | <p>BNG house 40m²</p> <ul style="list-style-type: none"> • ALL CONTRACTUAL REQUIREMENTS • A comprehensive GFSH 02 Geotechnical Investigation • Breaking down and discard of informal structure • Site clearance and access • Submit Building plans to LM for approval • Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) • NHBRC Enrolment • Temporary accommodation • "Excavations • (Foundations and services connections)" • Reinforcing and Casting of Strip Foundations • Building of Foundation Brickwork • Cast Surface Bed • G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation • Building of Superstructure Brickwork • Complete Supply, Deliver and Installation of Roof • Complete gable and beamfilling |
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| | <ul style="list-style-type: none"> • Apply approved brick sealant to all external walls, as per manufacturers specifications • Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA • Supply and Install Plumbing inclusive of all sanitary fittings and pipe work • Supply, deliver and install 2 external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) • Supply, deliver and install 3 internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) • Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications • Supply, Deliver and Install 3xC7 Window inclusive of all Fittings and Glazing as per specifications • Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications • Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round) • Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug • Electrical Connection Application with the Local Municipality on behalf of beneficiary • Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure • Supply, Deliver and Install Connection to Water Service • Supply, Deliver and Install Connection to Sewer Service • Quality Completion Pack • OHS Regulation |
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Section D: New House: ROSEDALE ERF 18527

Refer to clause 3.1.10.3 for minimum specifications.

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| | <p>BNG house 40m²</p> <ul style="list-style-type: none"> • ALL CONTRACTUAL REQUIREMENTS • A comprehensive GFSH 02 Geotechnical Investigation • Breaking down and discard of informal structure • Site clearance and access • Submit Building plans to LM for approval • Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof) • NHBRC Enrolment |
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| | <ul style="list-style-type: none"> • Temporary accommodation • "Excavations • (Foundations and services connections)" • Reinforcing and Casting of Strip Foundations • Building of Foundation Brickwork • Cast Surface Bed • G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation • Building of Superstructure Brickwork • Complete Supply, Deliver and Installation of Roof • Complete gable and beamfilling • Apply approved brick sealant to all external walls, as per manufacturers specifications • Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA • Supply and Install Plumbing inclusive of all sanitary fittings and pipe work • Supply, deliver and install 2 external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish) • Supply, deliver and install 3 internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint) • Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications • Supply, Deliver and Install 3xC7 Window inclusive of all Fittings and Glazing as per specifications • Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications • Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round • Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug • Electrical Connection Application with the Local Municipality on behalf of beneficiary • Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure • Supply, Deliver and Install Connection to Water Service • Supply, Deliver and Install Connection to Sewer Service • Quality Completion Pack • OHS Regulation |
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Section E: New House: Disability (Blind in sight) ROSEDALE ERF 19284

Refer to clause 3.1.10.3 for minimum specifications.

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| | <p>BNG house 40m²</p> <ul style="list-style-type: none">• ALL CONTRACTUAL REQUIREMENTS• A comprehensive GFSH 02 Geotechnical Investigation• Breaking down and discard of informal structure• Site clearance and access• Submit Building plans to LM for approval• Engineering Design of foundation, Inspections and Engineering Certification (Foundation, Superstructure & Roof)• NHBRC Enrolment• Temporary accommodation• "Excavations• (Foundations and services connections)"• Reinforcing and Casting of Strip Foundations• Building of Foundation Brickwork• Cast Surface Bed• G5 Fill Compacted to 93% MOD AASTHO & 25Mpa Re-inforced Raft Foundation• Building of Superstructure Brickwork• Complete Supply, Deliver and Installation of Roof• Complete gable and beamfilling• Apply approved brick sealant to all external walls, as per manufacturers specifications• Supply and Install Ceiling complete with Cornish installation according to SANS 10400 and two Coats of PVA• Supply and Install Plumbing inclusive of all sanitary fittings and pipe work• Supply, deliver and install 2 external doors inclusive of 3 lever lock and 70 mm weather board (Well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish)• Supply, deliver and install 3 internal doors inclusive of a 2-lever lock. (Well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats Enamel paint)• Supply, Deliver and Install 1xC1 Window, inclusive of all Fittings and Glazing as per specifications• Supply, Deliver and Install 3xC7 Window inclusive of all Fittings and Glazing as per specifications• Supply, Deliver and Install 1xD57 Window inclusive of all Fittings and Glazing as per specifications• Construct Concrete apron as per specifications (25mpa concrete, 1m wide, 85mm thick all round• Supply, Deliver and Install All Electrical components inclusive of 7 Light Switches, 2 External Lights, 5 Indoor Lights, DB board, 4 electrical sockets and a stove plug |
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| | <ul style="list-style-type: none"> • Electrical Connection Application with the Local Municipality on behalf of beneficiary • Access to house(12m² paving, and ramp at doorway • Kick plates to doors • Hand and Grab rails • Lever action taps • 1 m vinyl folding door in bathroom • Slip resistant flooring • Colour contrast on doorways, stairs, corners of buildings and skirting on walls. • Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure • Disconnect electrical connection from old structure, move of electrical box and install other electrical components and then do electrical connection on newly built structure • Supply, Deliver and Install Connection to Water Service • Supply, Deliver and Install Connection to Sewer Service • Quality Completion Pack • OHS Regulation |
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C 3.2:

PART 2:

PROJECT SPECIFICATIONS

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

**C 3.2: PART 2: VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED
SPECIFICATIONS**

The following variation and additions to the SABS 1200 Standardized Specifications referred to will be valid for this contract. The prefix "PS A" indicated an amendment to SABS 1200 A; "PS C" to SABS 1200 C; etc. The numbers following these prefixes are the relevant Clause numbers in SABS 1200.

| | |
|--------------|------------------------------|
| SANS 1200 A | : GENERAL |
| SANS 1200 DB | : EARTHWORKS (PIPE TRENCHES) |
| SANS 1200 G | : CONCRETE (STRUCTURAL |
| SANS 1200 I | : MEDIUM-PRESSURE PIPES |
| SANS 1200 LB | : BEDDING (PIPES) |
| SANS 1200 LD | : SEWERS |
| SANS 1200 LF | : ERF CONNECTIONS (WATER) |

SANS 1200 A : GENERAL

A 1 SCOPE

PS A 1.1 *REPLACE THE CONTENTS OF SUB-CLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:*

“This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil Engineering construction and building works contracts, as well as the requirements for the Contractor’s establishment on the Site.”

A 2 INTERPRETATION

PS A 2.2 **APPLICABLE ISSUE OF STANDARDS**

ADD TO THE BEGINNING OF SUB-CLAUSE A 2.2:

“Unless another issue is specified,”

PS A 2.3 **DEFINITIONS**

IN THE OPENING PHRASE, INSERT THE WORDS: “the definitions given in the Conditions of Contract and” *BETWEEN THE WORDS* “Specification” *AND* “the following”.

a) *General*

ADD THE FOLLOWING DEFINITIONS:

“‘General Conditions’ and ‘Conditions of Contract’: The General Conditions of Contract specified for use with this contract, together with the Special Conditions of Contract as applicable.

‘Specified’: As specified in the Standardized Specifications, the Drawings or the Project Specifications. “Specifications’ shall have the corresponding meaning.

ADD THE FOLLOWING NEW CLAUSE:

“PS A 2.3.1 **DELAY DUE TO SUPPLY OF MATERIALS AND ORDERING**

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with Suppliers for the material required under his contract as soon as possible after acceptance of this tender.

The Contractor shall, by producing copies of written enquiries for Suppliers, prove to the satisfaction of the Engineer that any delay occasioned by non-availability of materials has been caused by the ability of Suppliers to supply and not by his own lack of timely ordering or lack of exhaustive enquiry for Suppliers, before any extension of contract time will be allowed due to such delays.

The quantities set out in the Schedule of Quantities have been clearly determined calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind, the Contractor shall check with the Engineer whether or not the Scope of Work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with the written confirmation issued by the Engineer.”

PS A 2.4 **ABBREVIATIONS**

a) Abbreviations relating to standard documents:

ADD THE FOLLOWING ABBREVIATIONS:

“CKS: SABS Co-ordinating Specification.”

A 3 MATERIALS

PS A 3.1 **QUALITY OF MATERIALS**

ADD THE FOLLOWING:

“All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant Clauses of the Specifications.

All references to Standard Specifications are to the latest amendment to such Specifications.

Materials bearing the SABS or BS mark will not be subjected to tests to determine whether they comply with the relevant Specifications. The Engineer may in his discretion require any material not bearing such mark to be tested in accordance with the relevant Specifications; should he do so, the Contractor shall arrange for such tests to be carried out, to the Contractor’s cost, by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the Specifications shall be rejected and replaced by the Contractor at his own cost.

The Contractor may be required, at his own expense, to submit samples of the material offered to the Engineer for his approval and the material supplied under his contract shall be of the standard equal to that of the samples so submitted and approved. Samples will remain the property of the Contractors, who shall remove them when called upon to do so by the Engineer.”

ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 3.1:

“All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark.”

ADD THE FOLLOWING NEW SUB-CLAUSE:

“PS A 3.3 **ORDERING OF MATERIALS:**

ADD THE FOLLOWING:

The quantities set out in the Schedule of Quantities have been clearly determined calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind, the Contractor shall be solely responsible for determining, from the drawings issued or approved by the Engineer for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Engineer in respect of materials ordered by the Contractor except when ordered in accordance with the drawings issued or approved by the Engineer for construction purposes.”

A 4 PLANT

PS A 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUB-CLAUSE 4.1 WITH THE FOLLOWING:

“The Contractor’s attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other Plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations.”

PS A 4.2 CONTRACTOR’S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUB-CLAUSE 4.2:

“The Contractor’s buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

A Night-watchman may be on Site after hours.”

DELETE “and first-aid services” IN THE SECOND PARAGRAPH OF SUB-CLAUSE 4.2 AND ADD THE FOLLOWING:

“The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil.”

ADD THE FOLLOWING NEW SUB-CLAUSE:

“PS A 4.3 CONSTRUCTION PLANT

Construction plant, where the use thereof is permitted, shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept in full working order and repair at all times.”

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 SETTING OUT OF THE WORKS

ADD THE FOLLOWING TO SUB-CLAUSE 5.1.1:

“Setting out of works shall not be measured and paid directly and any costs involved herein shall be deemed as included in the tendered Fixed Price of work that is included in the Contract.

Further to the above, the Contractor shall timeously, before commencement of construction, check all levels in a specific area to provide for both the accurate measurement of quantities for payment purposes and should any discrepancies occur, to give the Engineer ample time to check levels and to make adjustments, if necessary.

Should the Contractor neglect to do so, the levels as shown on the Engineers drawings will be used for measurement and payment purposes.

Setting out details of all the works are defined by offsets from pegs and benchmarks established by the Engineer. The Contractor shall be responsible for the setting out of the works with reference to these pegs and benchmarks. The Contractor will survey the area after completion of the works and supply the data to the Engineer.”

PS A 5.1.2 PRESERVATION AND REPLACEMENT OF SURVEY BEACONS AND PEGS SUBJECT TO THE LAND SURVEY ACT

DELETE THE WORDS “in the vicinity of boundaries” IN THE SECOND SENTENCE OF SUB-CLAUSE 5.1.2 AND REPLACE THE WORDS: “under the direction of” IN THE SAME SENTENCE WITH “in consultation and liaison with.”

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUB-CLAUSE 5.1.2:

“The Contractor and the Engineer shall record on the said list, their concurrence or disagreement, as the case may be, regarding the completeness and accuracy of the details recorded therein.”

REPLACE THE THIRD SENTENCE OF SUB-CLAUSE 5.1.2 WITH THE FOLLOWING:

“At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of any thereof which the Land Surveyor’s check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this Clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all on accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor’s account; provided always that the Contractor shall not be held liable for the cost of preplacement of pegs which:

- a) Cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works; and
- b) The Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control.”

PS A 5.3 **PROTECTION OF EXISTING STRUCTURES**

REPLACE: “Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)” *WITH:* “Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended” *AND INSERT THE FOLLOWING AFTER* “(Act No. 27 of 1956)”: “as amended.”

PS A 5.4 **PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

REPLACE THE HEADING AND THE CONTENTS OF THIS SUB-CLAUSE WITH THE FOLLOWING:

PS A 5.4 **LOCATION AND PROTECTION OF EXISTING SERVICES**

PS A 5.4.1 **LOCATION OF EXISTING SERVICES**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by and experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Engineer offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site and the provision and utilization of suitable detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of Sub-Clauses 4.4 and 5.1.2.2 of SABS 1200 D, as amended, shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans, but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as ‘Known Services’ and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be ‘Known Service’ and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately any such service is encountered or discovered on the site.

Whilst it is in possession of the site, the Contractor shall be liable for all loss of or damage as may occur to:

- a) ‘Known Services’ anywhere along the entire lengths of their routes, as may reasonably be deducted from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated; and
- b) Any other service which ought reasonably to have been a ‘Known Service’ in accordance with the provisions of this Clause; as well as for consequential damage, whether caused directly by the Contractor’s operations or by the lack of proper protection;

Provided always that the Contractor will not be held liable in respect of damages occurring to services not being 'Known Services'.

No separate payment will be made to the Contractor in respect of its costs of providing, holding available on the site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the drawings as aforesaid and these costs shall be deemed included in the tendered Fixed Price.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

PS A 5.4.2 PROTECTION DURING CONSTRUCTION

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all 'Known Services' during the period which the Contractor has occupation and/or possession of the site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from for the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

PS A 5.4.3 ALTERATIONS AND REPAIRS TO EXISTING SERVICES

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When the Contractor damages existing services, he shall immediately inform the Engineer or the relevant authority and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

PS A 5.7 SAFETY

ADD THE FOLLOWING:

"Before acceptance of the Contract, an Occupational Health and Safety Management File must be handed over to the Engineer, acceptable to Department of Labour and maintained for the duration of the project.

Pursuant to the provisions of the Conditions of Contract and without it in any way limiting the Contractor's obligations there under, the Contractor shall at its own expense, except only where specific provisions, if any, is made in the Contract for reimbursement to the Contractor in respect of particular items.

- a) Provide to its Employees on the site of the Works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (Act No, 85 of 1993) as amended, hereinafter referred to as the Act, at all times and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment, at all times; and
- b) Provide, install and maintain on all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public; and

- c) Implement on the Site of Works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times; and
- d) Implement all necessary measures as to ensure compliance of the Act by all Sub-Contractors engaged by the Contractor and their employees engaged on the Works; and
- e) Comply fully with all other requirements pertaining with safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the /site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the Site of all parts of the Site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this Clause, the Engineer shall, in accordance with the provisions of Clause 5.11 of the General Conditions of Contract, be entitled to suspend progress on the Works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress of the Works or any part thereof is suspended by the Engineer in terms of this Clause and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 of the General Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion in consequence of the suspensions.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this Clause shall constitute grounds for the Engineer to act in terms of Clause 9.2 of the General Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.

All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structures shall be carried out in conformance with the regulations framed under the Occupational Health and Safety Act, 1993 and the Minerals Act (Act 50 of 1991), including shoring where necessary, to ensure the safety of structures that are at risk.

The Contractor shall make available for the duration of the contract safety helmets, gumboots and any other necessary safety equipment for sole use by the Engineer and his representative(s)."

ADD THE FOLLOWING NEW SUB-CLAUSES TO CLAUSE 5:

"PS A 5.9

CONTRACTUAL INSPECTION

Written inspections must be obtained for each house in the following phases:

- a) Floor
- b) Brick work to roof
- c) Roof
- d) Practical completion
- e) Final completion

Failing to comply with the written request on such house might stop until satisfactory inspection was done. Failing any inspection more than 5 (five) items on a list of defaults will result in a re-inspection and an **R 700-00** fine."

PS A 5.10 **SECURITY**

PS A 5.10.1 SECURITY OF CONTRACTOR'S PLANT AND PERSONNEL

"The Contractor shall note that, notwithstanding any insurance which may be by the Employer, the Contractor shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the works and that no claims in this regard will be entertained by the Employer.

Provision must be made by the Contractor in the Schedule of Quantities for effecting of safety and security of plant and personnel on and around the site of the Works and shall be deemed to include full compensation for all necessary to effect the safety and security, including, where necessary, the employment of the services of a security organization."

PS A 5.11 **SITE MEETINGS**

"The Contractor or its authorized agent will be required to attend regular site meetings, which shall normally be held twice a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Work, quality of work, problems, claims, payments and safety, etc. shall be discussed but no matters concerning the day-to-day running of the Contract."

A 6 TOLERANCES

ADD THE FOLLOWING SUB-CLAUSE TO CLAUSE 6:

"PS A 6.1 **USE OF TOLERANCES**

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

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

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

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

A 7 TESTING

PS A 7.1 PRINCIPLES

PS A 7.1.2 STANDARD OF FINISHED WORK NOT TO SPECIFICATION

INSERT THE WORDS “or checks by an approved laboratory...” AFTER THE WORDS “Where the Engineer’s checks ...” IN THE FIRST LINE OF SUB-CLAUSE 7.1.2.

PS A 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:

“Unless otherwise specified in the relevant Specification or elsewhere in the Project Specifications, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a Specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- a) Any testing laboratory certified by the South African National Accreditation System (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- c) Any testing laboratory established and operated on the site by or on behalf of the Employer or the Engineer.

SANS 1200 AB: ENGINEER'S OFFICE

AB 3 MATERIALS

PS AB 3.2 OFFICE BUILDINGS

The contractor shall provide one board room with a table and chairs to accommodate at least 10 people for site meeting purposes.

AB 4 PLANT

PS AB 4.1 TELEPHONE

The Contractor's contract manager and site agent must have a cellular phone available as contact between him and the engineer. The site agent must always be available on his cellular phone except during long weekends and the Christmas break where special arrangements will be required.

AB 5 CONSTRUCTION

PS AB 5.5 SURVEY ASSISTANTS

Two semi-skilled labourers with relevant experience will be required to assist the engineer if required.

PS AB 5.6 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment (a certificate will be required) on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one automatic level plus tripod and level staff.
- b) one 5m and one 50m measuring tape
- c) Diverse surveyor's necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative. It must be maintained and kept in good working order for the duration of the contract.

SANS 1200 C: SITE CLEARANCE

PS C 5 CONSTRUCTION

PS C 5.2 CUTTING OF TREES

PS C 5.2.3 PRESERVATION OF TREES

PS C 5.2.3.2 Individual Trees

The Contractor shall pay a penalty of R5,000 for each Kameeldoring (*Acacia Erioloba*) tree damaged or removed by him without the written permission of the Engineer and permit issued to do so.

PS C 5.4 GRUBBING

Grubbing shall consist of the grubbing out of roots and stumps to a depth of at least 600 mm below cleared surface level.

SABS 1200 D: EARTHWORKS

PS D 5 CONSTRUCTION

PS D 5.1.2 EXISTING SERVICES

PS D 5.1.2.4 DETECTION, LOCATION AND EXPOSURE

ADD THE FOLLOWING SUB-CLAUSE TO D 5.1.2.2

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 drawing or not, such services shall be deemed to be known services and the contractor shall be liable for all costs and subsequently 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.

PS D 5.2 METHODS AND PROCEDURES

PS D 5.2.3 PLACING AND COMPACTION

PS D 5.2.3.1 DETECTION, LOCATION AND EXPOSURE

SUBSTITUTE THE FOLLOWING SUB-CLAUSE TO D 5.2.3.1

The material of each embankment shall, unless otherwise approved, be deposited in layers of thickness, before compaction, not exceeding 300mm.

With

The material of each embankment shall, unless otherwise approved, be deposited in layers of thickness, before compaction, not exceed **150mm**.

SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

DB 3 MATERIALS

PS DB 3.1 CLASSES OF EXCAVATION

ADD THE FOLLOWING:

“In case of hand excavation, the following classification method will be used:

PS DB 3.1.1 SOFT EXCAVATION

Soft excavation is classified as material that can be removed with a shovel and pick. Should this material be subjected to a DCP test, the density will be such that penetration will not be less than 10 mm per impact for a layer of 150 mm thick.

PS DB 3.1.2 INTERMEDIATE EXCAVATION

Intermediate excavation is classified as material that can be removed with a pick and shovel where penetration of a DCP apparatus is less than 10 mm per impact.

PS DB 3.1.3 HARD EXCAVATION

Hard excavation is classified as material that can only be removed with pneumatic equipment, edges, splitting or explosives.”

PS DB 3.7 SELECTION

ADD THE FOLLOWING:

“Where suitable backfill material occurs in layers of 150 mm or more, this material should be separated during excavation from unsuitable material and used for backfilling. Should this material not be utilized in this manner, an estimate will be made of the available quantities and deducted from the imported backfill material.”

DB 5 CONSTRUCTION

PS DB 5.6 BACKFILLING

PS DB 5.6.4 REMOVAL OF INTERMEDIATE AND HARD ROCK MATERIAL

ADD THE FOLLOWING:

“It is the responsibility of the Contractor to flatten out any spoil heaps and to dump subsequent loads on top. The Contractor will not be allowed to just dump spoil material on the horizontal surface.”

SABS 1200 G: CONCRETE (STRUCTURAL)

G 3 MATERIALS

PS G 3.2 CEMENT

PS G 3.2.2 ALTERNATIVE TYPES OF CEMENT

REPLACE THE CONTENTS OF THIS SUB-CLAUSE WITH THE FOLLOWING:

“Only ordinary Portland cement shall be used.

If the Contractor wishes to use any other type of cement, he shall obtain the Engineer’s prior written approval.”

PS G 3.2.3 STORAGE OF CEMENT

ADD THE FOLLOWING:

“Cement shall not be stored for longer than 12 (twelve) weeks without the Engineer’s permission.”

PS G 3.4 AGGREGATES

ADD THE FOLLOWING:

“All aggregates used must comply with SABS 1083. No aggregates with a shrinkage exceeding 130% will be allowed.”

PS G 3.4.1 ADD THE FOLLOWING TO SUB-CLAUSE G 3.4.1:

“PS G 3.4.1.1 COURSE AGGREGATES

PS G 3.4.1.1.1 Coarse aggregates must comply with the 10% FACT requirement for durability.”

PS G 3.4.1.1.2 The nominal aggregate size is the smaller of the 37,5 mm maximum particle size and 25% of slab thickness.

PS G 3.4.1.1.3 Should the nominal aggregate size exceed 26,5 mm, the coarse aggregate shall be a mixture of *b*-aggregate greater than 26,5 mm and an *a*-aggregate smaller than 26,5 mm.”

PS G 3.4.1.2 FINE AGGREGATES

PS G 3.4.1.2.1 Fine aggregate may not contain silicone particles in excess of 40%.

PS G 3.4.1.2.2 Should the FM of the fine aggregate vary by more than $\pm 0,2$ during construction, modifications to the mix design should be done.

PS G 3.4.1.3 MIX DESIGN

Special consideration should be given to the minimizing of bleeding during the mix design. If bleeding is foreseen, special attention should be given to the fine aggregate.

PS G 3.4.1.4 ADMIXTURES

The use of admixtures should be limited. Should admixtures be utilized, special attention should be given to possible shrinkage. The uses of any admixtures are to be approved by the Engineer. See also G 3.5.

G 4 PLANT

PS G 4.1 GENERAL

ADD THE FOLLOWING NEW SUB-CLAUSE:

"PS G 4.1.1 MINIMUM PLANT

The Contractor shall have the following minimum plant available and in sound working order:

- a) 2 (Two) concrete mixers, each of sufficient capacity to complete a section of floor slabs between construction joints within 4 (four) hours without interruption.

If the plant used for placing concrete for the structure is electrically or mechanically powered, the Contractor shall also provide some other approved non-electrical powered standby means for placing concrete at an adequate rate in the event of a power or mechanical failure of the main plant.

When the Contractor elects to utilize a crane during the construction period, he shall communicate with the Engineer in good time to allow for such positioning of the crane."

PS G 4.5 FORMWORK

PS G 4.5.1 DESIGN

ADD THE FOLLOWING:

"All formwork or scaffolding required for any part of the Works shall be designed by the Contractor and before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Engineer for approval. The Engineer has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact that the Engineer has approved or altered any part of the formwork or scaffolding shall not be construed as relieving the Contractor of his responsibility with regard to the strength and stability of the formwork or scaffolding."

PS G 4.5.3 TIES

ADD THE FOLLOWING:

"No plugs, bolts, ties or clamps of any description used to hold the formwork will be allowed to project into or through the concrete unless expressly approved by the Engineer.

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete and no permanently embedded parts of such tie-rods shall have less than 50 mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall be soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added and shall be neatly finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of cavities left by the tie-rod cones shall be included in the tendered Fixed Price.

On no account shall formwork be secured to reinforcing bars."

G 5 CONSTRUCTION

PS G 5.1 **REINFORCEMENT**

PS G 5.1.2 **FIXING**

ADD THE FOLLOWING:

“The Engineer will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned and before concreting commences.

Welding of reinforcing steel will not be permitted.”

PS G 5.1.3 **COVER**

ADD THE FOLLOWING:

“The distance between pipes in the concrete and the reinforcing steel shall nowhere be less than:

- a) 40 mm or
- b) 5 mm plus the maximum size of the coarse aggregate, whichever is the largest.”

PS G 5.2 **FORMWORK**

PS G 5.2.1 **CLASSIFICATION OF FINISHES**

c) **SPECIAL**

ADD THE FOLLOWING:

“This finish is obtained by first giving the surface a smooth finish with the joints between formwork panels forming an approved regular pattern suitable for the appearance of the structure. All projections shall then be removed, irregularities repaired and the surface rubbed or otherwise treated until it is smooth with an even texture, appearance and colour.

If the finish of exposed surfaces does not comply with the requirements for uniformity of the texture and appearance, the Contractor shall, when instructed to do so by the Engineer, rub down the exposed surfaces of the entire structure or any part thereof as specified below, entirely at his own cost. All repairs must be completed before the rubbing commences.

The surface shall be saturated with water for at least 1 (one) hour. The initial rubbing of the face shall be carried out with a medium coarse carborundum stone, together with a small amount of mortar of the same cement/sand ratio as the concrete being repaired. Rubbing shall continue until all form marks, projections and irregularities have been removed and a uniform surface has been obtained. The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface has a smooth, even texture and is uniform in colour. The surface shall subsequently be washed with a brush to remove surplus paste and powder.”

PS G 5.3 **HOLES, CHASE AND FIXING BLOCKS**

ADD THE FOLLOWING:

“Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristic (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer.”

PS G 5.5 **CONCRETE**

PS G 5.5.1 QUALITY

PS G 5.5.1.5 DURABILITY

ADD THE FOLLOWING:

“The exposure conditions of the concrete are classified as ‘severe’.”

PS G 5.5.1.7 STRENGTH CONCRETE

ADD THE FOLLOWING:

“The concrete mixes for the works shall be designed by the Portland Cement Institute or a similar approved laboratory.”

PS G 5.5.3 MIXING

PS G 5.5.3.2 READY-MIX CONCRETE

ADD THE FOLLOWING:

“Ready-mixed concrete may be used on the site. The Contractor shall take samples for testing from every load delivered to the Site.”

G 6 TOLERANCES

PS G 6.2 **PERMISSIBLE DEVIATIONS**

PS G 6.2.3 SPECIFIED PERMISSIBLE DEVIATIONS (PDs)

ADD THE FOLLOWING:

“Degree-of-accuracy 1 is applicable.

Every specified permissible deviation is binding in itself. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations.”

REPLACE SUB-CLAUSE 6.2.3(d)(5) WITH THE FOLLOWING:

Vertically, subject to a maximum of:

| Permissible Deviation | | |
|-----------------------|----|----|
| Degree of Accuracy | | |
| III | II | 1 |
| mm | mm | mm |
| 5 | 3 | 2 |
| 50 | 30 | 10 |

G 7 TESTS

PS G 7.1 **FACILITIES AND FREQUENCY OF SAMPLING**

PS G 7.1.1 FACILITIES

ADD THE FOLLOWING:

“The Contractor shall provide sufficient storage capacity for the concrete cubes and shall test the cubes by means of an approved, calibrated cube testing press in a manner approved by the Engineer or shall arrange to have them tested by an approved laboratory.

The cost of testing, including the cost of sampling, storage and transport of samples shall be included in the tendered Fixed Price.”

PS G 7.3 **ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE**

ADD THE FOLLOWING:

“Test results obtained from the Supplier of ready-mixed concrete will not be acceptable for evaluation on terms of Sub-Clause 7.3 but samples for testing shall be taken of such concrete at the point of placing.”

SABS 1200 L: MEDIUM PRESSURE PIPES

L 2 INTERPRETATION

PS L 2.4 ABBREVIATIONS

ADD THE FOLLOWING TO SUB-CLAUSE L 2.4:

“FC: Fibre Cement

HDPE: High density Polyethylene pipes”

PS L 3.8.4 LOOSE FLANGES

ADD THE FOLLOWING:

“Bolts shall be to SANS 135.”

L 3 MATERIALS

PS L 3.10 VALVES

ADD THE FOLLOWING NEW SUB-CLAUSE:

“PS L 3.10.1 GATE VALVES

All gate valves are to comply with SABS 1200 LK; must be of the “waterworks” type and be suitable for a working pressure of 16 Bar. All valves to be clockwise (right hand) closing and the direction of opening and closing should be permanently displayed on the valve casing. Valves should be of the non-rising spindle type and be equipped with a square cap-top suitable for use with a valve spanner. All valves will be tested for water tightness. One valve spanner is to be provided for every 10 (ten) valves or less.”

PS L 5.1.4 DEPTH AND COVER

ADD THE FOLLOWING NEW SUB-CLAUSE:

“PS L 5.1.4.6 A minimum cover of 500 mm is required over the top of pipes inside erven; 800 mm in street reserves, underneath roads or as specified by levels on long sections and plans. Where instructed, pipes are to be encased in concrete.”

L 7 TESTING

PS L 7.3 STANDARD HYDRAULIC PIPE TEST

PS L 7.3.1 TEST PRESSURE AND TIME OF TEST

PS L 7.3.1.1 TEST PRESSURE

ADD THE FOLLOWING:

“Before any connections are made, pipes are to be tested to 1.5 times the working pressure of the specific class of pipe. After connected to existing pipelines or fittings, all costs associated with the excavation, removal of fittings, cutting in, joining, labour and complete finishing are deemed to be included in the tendered price.”

SABS 1200 LB: BEDDING PIPES

LB 3 MATERIAL

PS LB 3.1 SELECTED GRANULAR MATERIAL

ADD THE FOLLOWING:

“Notwithstanding the provisions in Sub Clause LB 3.1, the selected granular material shall be singularly graded between 0,6 mm and 13 mm.”

PS LB 3.2 SELECTED FILL MATERIAL

ADD THE FOLLOWING:

“Notwithstanding the requirements of Sub Clause LB 3.2, the selected fill material for storm water pipelines in all areas, excluding roadways, shall have a PI not exceeding 18. This amendment is not applicable to sewers and water mains.”

PS LB 3.3 BEDDING

ADD THE FOLLOWING:

“Class C bedding as applicable to rigid pipes is required. Material for the Class C bedding will only be imported where insufficient suitable material is obtainable from the excavated material.

Where large diameter UPVC pipes (> 300 mm diameter) are utilized, compaction on either side of the pipe should be carefully done in layers not exceeding 100 mm in thickness to ensure that the bedding and pipe act as a “pipe-soil system” to prevent ovality of the pipes occurring during backfilling.

The Contractor shall be responsible for finding a source of suitable bedding material.”

LB 3.4 SELECTION

PS LB 3.4.2 SUITABLE MATERIAL NOT AVAILABLE FROM THE TRENCH EXCAVATION

ADD THE FOLLOWING:

“Should there, during selective excavation methods with the correct tools, still be insufficient suitable material available for the bedding, material must be imported. The Contractor will find a suitable source of bedding material and submit it to the Engineer for approval.

The finding of a suitable source/quarry/ borrow pit, loading, placement and compaction of the imported material is deemed to be included in the rate tendered by the Contractor.”

LB 5 CONSTRUCTION

PS LB 5.1.4 COMPACTION

ADD THE FOLLOWING:

“After excavation of the trench, the trench bottom will be levelled by means of a rake and compacted. Compaction may be conducted by hand tools. The required compaction to be achieved must exceed or equal 90% MAASHTO density.

After installation of the pipes, similar compaction must be applied to the blanket material. Now the final backfilling to 50 mm above the adjacent soil levels may be carried out. The total working area shall then be finished off. Only when specified by the Engineer will sidewalks be finished to specific standards and levels.

Where streets and roads are crossed, compaction of the bedding and backfill must be conducted by mechanical means to achieve a density of 98% MAASHTO density.”

PS LB 5.2.1(c) CLASS A BEDDING

AMEND THE SUB-CLAUSE WITH THE FOLLOWING:

“The main fill shall not be placed in any section until the bedding cradle in that section has achieved a compressive strength of at least 15 MPa or a period of 5 days has elapsed after the placing of the concrete in that section, whichever occurs first.”

SANS 1200 LD: SEWER

LD 3 MATERIALS

PS LD 3.5 MANHOLES, CHAMBERS, ETC.

PS LD 3.5.2 PRE-CAST CONCRETE SECTIONS

ADD THE FOLLOWING TO SUB-CLAUSE LD 3.5.2:

“The joint between the manhole and the cement cover must be effectively sealed with a sealant so that no ground water or storm water can filter in. The lifting holes in the manholes must be sealed with epoxy after installation but before back filling.

Benching must be made from concrete fabricated from dolomitic aggregate.”

PS LD 3.5.3 PRE-FABRICATED FC MANHOLES

REPLACE SUB-CLAUSE LD 3.5.3 WITH THE FOLLOWING:

“Pre-fabricated FC-manholes must comply with the requirements of fibre strengthened cement sewer pipes according to SANS 819 with inside diameter of 1 000 mm. All manholes must be dipped in bitumen.

The joint between the manhole and the cement cover must be effectively sealed with a sealant so that no ground water or storm water can filter in. The lifting holes in the manholes must be sealed with epoxy after installation but before back filling.

Benching must be made from concrete fabricated from dolomitic aggregate.”

PS LD 3.5.7 STEP IRONS

REPLACE SUB-CLAUSE LD 3.5.7 WITH THE FOLLOWING:

“Step irons shall be manufactured of at least 12 mm tensile strength armour-plated steel with a polypropylene casing. Attaching of step irons in manholes must be done according to the instructions and requirements of the Manufacturers.”

PS LD 3.6 MARKER POSTS

ADD THE FOLLOWING TO SUB-CLAUSE LD 3.6:

“Marker posts consisting of a 1 m length kerbing that is planted vertically above the end cap of the erf connection. The end of the kerbing must be 400 mm above natural ground level and painted red, while the bottom is connected to the end cap with a 3 mm wire.”

LD 5 CONSTRUCTION

PS LD 5.4 CONNECTIONS TO MANHOLES

ADD THE FOLLOWING TO SUB-CLAUSE LD 5.4:

“Where a pipe lies at a gradient of 1:10 (that is 5,71°) an 11¼° bend cannot be used as a bend with an angle greater than the gradient of the pipe will produce a low point. It is the Contractor’s responsibility to shorten the bend to form the desirable angle.

For pipes with a gradient of 1:10 the angle can be taken up by a coupling in the manhole and, where necessary, also by a coupling between the short length and first full pipe.”

LD 5.6 **MANHOLES, INSPECTION CHAMBERS, ETC.**

PS LD 5.6.1 **GENERAL**

REPLACE SUB-CLAUSE LD 5.6.1(A) WITH THE FOLLOWING:

“Manholes on new pipes shall be of FC, brick or concrete and built as indicated on the drawings.

Final cover levels of manholes must be as follows:

1. In roads and on pavements : level with the road or pavement
2. All other areas : 50 mm above final level

If the position of a manhole is such that it is situated in a low or a hole where there is a danger of storm water filtering into the cover, the final level of the manhole must be elevated to such a level where storm water infiltration is no longer a danger, or to a level previously approved by the Engineer.

If the manhole cover for FC or concrete manholes must be elevated with more than 300 mm, FC or concrete rings with the same diameter as the manhole, and attached to the fibre cement or concrete manhole with epoxy, must be used.”

PS LD 5.6.2 **BENCHING**

ADD THE FOLLOWING TO SUB-CLAUSE LD 5.6.2.3:

“Benching will be constructed and finished off as indicated on the drawings.”

PS LD 5.9 **CONNECTING SEWERS**

ADD THE FOLLOWING TO SUB-CLAUSE LD 5.9.1:

“Plot connections must be installed in the exact position as indicated on the drawings. Where mains go through plots the erf connection must end 1 m from where the manifold and 45° bend ends on the erf. Where mains are outside the plot the erf connection must be 1 m inside the plot border, and sealed with an end cap.

Unless stipulated differently on the drawings or specified by the Engineer, all connecting sewers must be laid with a gradient of 1:60.”

LD 7 TESTING

PS LD 7.1 **GENERAL**

ADD THE FOLLOWING TO SUB-CLAUSE LD 7.1.5:

“All tests shall be repeated after back filling of pipe trenches has been completed.”

PS LD 7.2.6 **WATERTIGHTNESS OF MANHOLES**

ADD THE FOLLOWING TO SUB-CLAUSE LD 7.2.6:

“On completion of a manhole, the Engineer might call for a water tightness test, at the Contractor’s expense, as follows:

Manholes must be filled to the brim with water and left to stand for 60 minutes. After the water loss has been filled up again, the water measured over 60 minutes may not be more than the volume given in the comparison below. The water level must be filled up every 20 minutes. Filling up volume must be measured. Loss must be determined with comparison 1, also see Table below.

$$I = 0,6.D - (1)$$

I = Water loss in l/hour/metre depth

D = manhole diameter in m.

Should the manhole leak more water than given in comparison 1, the manhole must be water proofed and re-tested. The Contractor cannot claim any additional compensation.

Manhole must be tested for water proofing **prior** to starting back filling.

| Manhole diameter (mm) | Water loss over 60 minutes/m depth (l) |
|-----------------------|--|
| 750 | 0,405 |
| 1 000 | 0,630 |
| 1 200 | 0,720 |

SANS 1200 LF: ERF CONNECTIONS (WATER)

PS LF 3 MATERIAL

LF 3.1 PIPES, FITTINGS AND COUPLINGS

PS LF 3.1.1 COPPER PIPE

SCRAP SUB-CLAUSE LF 3.1.1 AND REPLACE WITH THE FOLLOWING:

“Copper pipe shall be “Maksel” or similar approved Class O according to SANS 460 with coupling of capillary silver flux.”

PS LF 3.1.3 GALVANIZED SOFT STEEL PIPES (GSS)

SCRAP SUB-CLAUSE LF 3.1.3 AND REPLACE WITH THE FOLLOWING:

“All wrought iron pipe sleeves shall comply with SANS 509 and the hot dip galvanizing process to SANS 763. All screw-threads shall be supplied in accordance with BS 21.1973/ISO-R7”.

PS LF 3.1.4 HIGH-DENSITY POLYETHYLENE PIPES (HDPE)

SCRAP SUB-CLAUSE LF 3.1.4 AND REPLACE WITH THE FOLLOWING:

“High-density polyethylene pipe (HDPE) Type IV (Class 10) with compression accessories for HDPE pipe shall be used for water distribution on plots. The HDPE pipes must comply with SANS 533 and accessories to ISO/DIS 3458 (Class 16)”.

PS LF 3.1.5 OPVC OR MPVC PIPES

SCRAP SUB-CLAUSE LF 3.1.5 AND REPLACE WITH THE FOLLOWING:

“PVC pipes and accessories shall comply with the applicable requirements of SANS 966 for, in the case of pipes, the class specified or mentioned in the Bill of Quantities and shall have applicable approved welded or PVC compression type couplings. Cast-iron accessories shall comply with SANS 664. There will be specified in the Bill of Quantities if OPVC or MPVC pipes must be used”.

PS LF 3.1.7 SADDLES

ADD THE FOLLOWING TO SUB-CLAUSE LF 3.1.7:

“Saddles shall be of polypropylene or similar approved alternatives for pipes not smaller than 63 mm in diameter. Compression T-pieces shall be used for erf connections from HDPE pipes”.

PS LF 3.1.8 FIBRE CEMENT (FC) PRESSURE PIPES

ADD NEW SUB-CLAUSE LF 3.1.8:

“C.I.D and C.O.D. fibre cement (FC) pressure pipes shall be supplied according to SANS 1223”.

PS LF 3.1.9 LIGHT-WEIGHT HDPE PIPES

ADD NEW SUB-CLAUSE LF 3.1.9:

“Light-weight low pressure HDPE pipe shall comply with ISO 9002, ISO DP 9969, ISO / DIS 6259 and SANS 533 and supplied to the minimum stiffness as specified.

The laying of pipes must be **strictly** according to the Manufacturer’s specifications. “Waterproof” or similar approved sockets must be used up to 800 mm diameter pipe in-situ welded pipes must be used for larger than 800 mm”.

PS LF 5 CONSTRUCTION

PS LF 5.2 **LAYING OF MAIN LINE TO ERF**

PS LF 5.2.2 PIPE LAYING

“Erf connections shall be bedded on Class B bedding, with the thickness of the bedding cradle 100 mm.

Erf connections must not be laid shallower than 450 mm and deeper than 600 mm under the final road level or kerb height.

Under roads trenches shall be backfilled according to PS DB 3.6.”

C 3.3:

ENGINEERING DRAWINGS

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/03/2022

ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT

C 3.3: ENGINEERING DRAWINGS

C 3.3.1 DRAWINGS ISSUED WITH THIS DOCUMENT

The drawing list on the next page are applicable to the Contract and are issued with this tender document and will form part of the Contract Documents as **Volume 2**.

C 3.3.1.1 DESIGN BY ENGINEER

The Engineer, on behalf of the Employer, has designed the permanent works to be executed under this Contract. **Where specifications on the drawings deviate from the minimum housing specifications as stated in clause C 3.1.10 of the Scope of works, the contractor shall adhere to the specifications as per clause C3 3.1.10.**

C 3.3.1.2 DESIGN BY THE CONTRACTOR

It is the responsibility of the Contractor to provide designs by a Professional Engineer of his choice, to be approved by the Client's Engineer and the NHBRC. The appointed engineer will enrol the houses with the NHBRC and he will also certify the foundation, superstructure and roof of the houses, and he will act as the responsible person for the buildings. The cost to adhere to the above must be included in the tendered Fixed Price.

The Contractor shall supply the Engineer of CoGHSTA with all relevant drawings for his approval **before any works are executed.**

C 3.3.1.3 "RECORD" DRAWINGS

The Contractor shall record all amendments and deviations from the drawings. This shall be done on a set of drawings specially allocated for this purpose. These drawings shall be handed to the Engineer on completion of the Works. The Completion Certificate **will not be issued** without this information having been submitted to the Engineer.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

LIST OF DRAWINGS

| | |
|------------------|--|
| 2/16/006/14/U001 | 40m ² BNG House: Plans, Sections and Elevations |
| MV-SD-100: | Sewer Details |
| MV-WD-100: | Water Details |



V3 CONSULTING
ENGINEERS



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

C 3.4: MANAGEMENT

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/03/2022

**ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES
THROUGHOUT THE ZF MGCAWU DISTRICT**

C 3.4 MANAGEMENT

C 3.4.1 CONSTRUCTION PROGRAMME

C 3.4.1.1 FORMAT

In addition to the requirements of the General Conditions of Contract, the Contractor's programme shall:

- a) Be in a bar chart form;
- b) Show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract;
- c) Indicate critical path activities.

C 3.4.1.2 ALLOWANCES

The Contractor's programme shall take the following into consideration:

- a) Expected weather conditions;
- b) Special non-working days as stipulated in the Tender;
- c) The accommodation and safeguarding of traffic.

C 3.4.2 PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site:

C 3.4.2.1 A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.

C 3.4.2.2 The Contractor to supply and keep on site an A4 triplicate Site Instruction Book.

C 3.4.2.3 The Contractor to supply an A4 duplicate diary on Site. The Contractor to keep daily diary, with at least the following information:

- (i) Weather conditions;
- (ii) Record of any accidents and details;
- (iii) Record of construction activities of the day;
- (iv) Information of any strikes;
- (v) Any other relevant information.

C 3.4.3 SITE FACILITIES AVAILABLE

C 3.4.3.1 SOURCE OF WATER SUPPLY

The Contractor shall make his own arrangements with the relevant Authorities for obtaining water for construction and domestic purposes as well as toilet facilities as required by the Health and Safety Regulations. The Contractor shall pay for the water at the rates and tariffs as determined by the Local Authority, including the cost of supplying a temporary standpipe as required.

C 3.4.3.2 SOURCE OF POWER SUPPLY

The Contractor shall make his own arrangements for obtaining power and be responsible for all costs involved.

C 3.4.3.3 LOCATION OF CAMP AND DEPOT

The Contractor must make his own arrangements for a Camp Site at the location of the Works. The location of the Contractor's camp, including the material storage areas, will be subject to the Engineer's approval.

The Contractor shall make his own arrangements for the accommodation of labour.

C 3.4.3.4 SPOIL SITES

No indiscriminate spoiling of material will be allowed.

All unsuitable surplus material shall be removed from the Site and the Contractor shall make his own arrangements with regard to a suitable spoil site.

C 3.4.4 ABNORMAL RAINFALL

Refer to C 3.1.6.3.10

C 3.4.5 TIME RELATED ITEMS

An approved extension of time (other than an extension of time granted in terms of the Special Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item.

C 3.4.6 NAMEBOARD

No name board will be provided.

C 3.4.7 PROTECTION FROM STORMS AND FLOODS

The tendered Fixed Price shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, storm water or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on his Site.

C 3.4.8 EXISTING SERVICES

The Engineer will provide information regarding the location of existing utility services, but the Engineer does not accept responsibility for the accuracy of this information. The Contract shall make further investigations to determine the exact locality, size and depth of existing services before commencing construction to ensure that no damage is done to any service.

The Contractor shall take all reasonable precautions to protect existing services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer.

Whenever services are encountered which interfere with the execution of the works and which require to be moved and relocated, the Contractor shall advise the Engineer, who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating and reinstating such services.

The Contractor shall work in close co-operation with private owners or public authorities controlling services, which have to be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out by the owners or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected, the Engineer will at the request of the Contractor, notify or negotiate with the owners or Authorities controlling those services, but the Engineer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.4.9 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow.

C 3.4.10 SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be included in the tendered Fixed Price.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.4.11 SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.4.12 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.4.13 DENSITY TESTS / CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following layer.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Engineer for scrutiny and approval. The Engineer may order that further, control tests are to be taken.

The Engineer may order that control tests be taken by his own or another independent laboratory. Cube/density tests carried out by the Contractor in the normal course of his work shall be carried out at his own expense.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.4.14 HEALTH AND SAFETY SPECIFICATION

C 3.4.14.1 PURPOSE

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) or as amended, and the Construction Regulations 2014 or as amended, the Employer must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that the Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification form an integral part of the Contract and the Principal Contractor shall ensure that their Contractors and/or Suppliers comply with the requirements of this Specification.

C 3.4.14.2 SCOPE

This Contract comprises of ZF MGCAWU 5 INDIVIDUALS: THE CONSTRUCTION OF 5 BNG HOUSES THROUGHOUT THE ZF MGCAWU DISTRICT.

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.

C 3.4.14.3 GENERAL

The Contractor is referred to and shall comply with the full text of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) or as amended and to the Construction Regulations 2014 or as amended, promulgated there under.

In this regard refer also to the Health and Safety Agreement and Conditions attached to these Contract documents (See Part C 1.4)

The following Specification covers health and safety matters applicable during construction.

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

It should be noted that, with a few exceptions, the Model Preambles 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 regulations and requirements to the work methods and materials used.

The Principal Contractor shall give the required notice to the Provincial Department of Labour before commencement of any work on Site. This notice shall include the information as required by the Construction Regulations and shall be signed by the Contractor and the Employer.

The Principal Contractor shall ensure current registration and good standing with the Compensation Commissioner and shall provide evidence to this effect to the Employer.

It is the responsibility of the Principal Contractor and his Contractors to provide for all costs and expenses related to the management of and compliance with the OHSA and this Specification.

It will be accepted that the Tenderer made provision in his tendered Fixed Price for the cost of the above. No additional payment will be made by the Client.

C 3.4.14.4 EXISTING SITE CONDITIONS

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

- a) Existing utility services;
- b) Existing site conditions. The Contractor shall be deemed to have visited the site and examined the site conditions applicable for the Works;
- c) The traffic accommodation requirements;
- d) Surrounding land use;
- e) Anticipated weather conditions for the area; and
- f) Access to the public and the use of the facility during construction.

C 3.4.14.5 DESIGN INFORMATION

Design information provided for safety planning purposes, such as design loads for structures, foundation conditions, etc. is available from the Engineer where required.

C 3.4.14.6 CONSTRUCTION MATERIALS

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

- a) All materials contained in pressurized containers;
- b) Bitumen and tar products;
- c) Cement;
- d) Epoxies;
- e) Lime and other stabilizing agents;
- f) Paints;
- g) Timber preservatives; and
- h) Asbestos cement products.

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

- a) The Project Specification

The Contractor shall take appropriate measures to manage the risks associated with the use of all 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.

C 3.4.14.7 SITE ACCESS AND ENVIRONMENTAL CONDITIONS

- 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 to be noted by the Contractor and provision is to be made to ensure the safety of all pedestrians and vehicular traffic at all times.

- b) Environment

The Contractor shall ensure compliance with all current environmental legislation applicable to the Works and the Site. The Contractor is advised of the existing asbestos cement products and all necessary environmental precautions and requirements shall be adhered to in this regard.

C 3.4.14.8 USE OF SITE BY THE EMPLOYER

Any continues use of the Site required by the Employer to maintain traffic flows or to allow work to be done by other Contractors or Authorities is a requirement of this contract and the Contractor shall take due precaution in this regard.

C 3.4.14.9 SITE RULES

- a) Way leaves, permissions and permits:

The Contractor shall be responsible for obtaining all the way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such way leaves, permissions or permits.

- b) Reporting of incidents:

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

C 3.4.14.10 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:

- a) The Safety Management Structure, including the names of all designated persons such as the Construction Supervisor and any other competent persons;
- b) Safety Method Statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
 - (i) Public vehicular and pedestrian traffic accommodation measures;
 - (ii) Control of the movement of construction vehicles;
 - (iii) The storage and use of materials;
 - (iv) The use of tools, vehicles and plant;

- (v) Environmental conditions and safety requirements in working hazardous materials, including asbestos cement products;
- (vi) Security, access control and the exclusion of unauthorised persons
- (vii) The provision and use of temporary services;
- (viii) Compliance with the way leaves, permissions and permits;
- (ix) Safety equipment, devices and protective clothing to be employed;
- (x) Emergency procedures;
- (xi) Provision of welfare facilities;
- (xii) Induction and training;
- (xiii) Provision and maintenance of the Health and Safety file and other documentation;
- (xiv) Arrangements for monitoring and control to ensure compliance with the safety plan.

C 3.4.14.11 AUDITS BY THE EMPLOYER

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.

C 3.4.14.12 VARIATIONS

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