



## **TENDER No.: UMUZ/06/2025**

### **CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05**

**CIDB CLASSIFICATION 4CE OR HIGHER**

## **TENDER DOCUMENT**

**Name of Tenderer: .....**

**This tender closes at 12h00 on Friday, 22 August 2025 at the offices of the Umuziwabantu Municipality located at 10 Murchison Street, Harding, KwaZulu-Natal, South Africa**

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**Issued by:**

**UMUZIWABANTU MUNICIPALITY**  
10 Murchison Street  
Harding  
4680  
Tel: 039 433 3500  
Fax: 039 433 1208  
Email: [nmadlala@umuziwabantu.gov.za](mailto:nmadlala@umuziwabantu.gov.za)

**Prepared by:**

**Hi-Tech Consulting Engineers & Project Managers**  
786 Marine Drive, Section 8 Tradewinds,  
Shelly Business Park,  
Shelly Beach,  
4265  
Tel: 087 056 1892  
Fax: 087 056 1891  
Email: [welilem@htconsulting.co.za](mailto:welilem@htconsulting.co.za)

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CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05**

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## **PART B1: TENDERING PROCEDURES**



## UMUZIWABANTU LOCAL MUNICIPALITY

### B1.1: INVITATION FOR BIDS

Umuziwabantu hereby invites Bids from suitable qualified and experienced service provider to provide services to the municipality.

Name	Briefing Date	CIDB	Tender No	Tender Amount	Closing date
CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05	25 July 2025 at 10:00	4CE OR HIGHER	UMUZ/06/2025	R500.00	22 August 2025 at 12:00

All Bid documents are obtainable from 18<sup>th</sup> of July to the 23<sup>rd</sup> of July 2025 between 09:00 and 15:30 (bid documents need to be reserved prior to the purchase if they will be collected on briefing session day and no documents will be sold on the briefing day) at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680, at a non-refundable payment of R500.00. Bid documents can also be downloaded on Municipal website: [www.umuziwabantu.gov.za](http://www.umuziwabantu.gov.za) & [www.etenders.gov.za](http://www.etenders.gov.za).

**Note: The bidders that had previously bought documents do not need to buy however will need to produce proof of payment when collecting documents.**

**Invalid or non-submission of the following documents will render the Tenderer disqualified.**

- Municipal Rates and Service Charges Statements where the company is located to confirm Municipal rates are not in arrears for more than 90 days or;
- Attach valid lease agreement if the company is leasing the office space.
- MBD 1, 4, 8, 9 all applicable forms included in the document.
- Attach affidavit if the account is under your parents, siblings, grandparents, and you are not paying any Municipal rates.  
Copy of marriage certificate if Municipal account is under your spouse
- Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
- Entity's copy of Registration with the Registrar of Companies, Close Corporation
- Bidders must be registered on the Central Supplier Database (CSD) attach proof of Registration

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience with respect to similar projects	60
Availability of Key Plant and Equipment	20
Site Agent	05
Foreman	05
Method Statement and Programme	10
<b>Total Possible Points</b>	<b>100</b>

Bidders must score a minimum of 70% to pass functionality evaluation.

80/20 Preference Points System of 2022 will be used in Evaluation.

SPECIFIC GOALS	POINTS	Verification Document
SPECIFIC GOALS	POINTS	Verification Document
Companies located within Umuziwabantu Local Municipality	20	Proof of property address and CK
Companies located within Ugu District Municipality	10	Proof of property address and CK
Companies located within KZN	5	Proof of property address and CK
Other	0	
<b>Total points</b>	<b>20</b>	

All tenders will be evaluated on same criteria (Functionality and Specific Goals)

Bids must be deposited in the bid box at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680, before closing date and time. Telegraphic, telefax, or faxed bids will not be considered, and late bids will not be accepted. All tenders must be valid for 90 days after tender closing.

#### BID ENQUIRIES

Bid enquiries are to be addressed to: Mr L Ndawonde (SCM) at telephone number 039 433 3565  
 Ms N Madlala (Technical) 039 433 3500

Umuziwabantu Local Municipality is not bound to accept the lowest bid, and it reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

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**MR T.P CELE**  
**MUNICIPAL MANAGER**

## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/06/2025

### CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

#### B1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of tender while T1.2.2 sets out Additional Conditions of tender

The conditions of tender are the Standard Conditions of tender as contained in Annex F of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)). These are reproduced without amendment or alteration for the convenience of tenderers below.

The conditions of tender are the Standard Conditions of tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://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 are:**

<b>Clause Number</b>	<b>Tender Data</b>
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<b>F.1</b>	<b>General</b>
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F.1.1	The employer is Umuziwabantu Municipality
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<b>F.1.2</b>	<b>tender Documents</b>
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The tender documents issued by the employer comprise:

**VOLUME 1:** The General Conditions of Contract for Construction Work (Third 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, email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** Standard specifications, SANS 1200 Volumes 1 and 2 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, email:  
civilinfo@saice.org.za.

The tender documents issued by the Employer comprise:

**VOLUME 3:** The tender Document (this document), in which is bound:

**The tender**

**Part B1: Tendering Procedures**

- T1.1 Tender Notice and Invitation to tender
- T1.2 Tender Data

**Part B2: Returnable Schedules**

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

**The Contract**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement

**Part C2: Pricing data**

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

**Part C3: Scope of work**

- C3.1 Description and Management of the Works
- C3.2 Construction
- C3.3 Health and Safety Specifications
- C3.4 Labour Specifications

**Part C4: Site information**

- C4.1 Geotechnical Investigation

**VOLUME 4:** Drawings

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**F.1.2.1 Tender and / or Document Deposit**

A non-refundable/refundable document deposit of **R 500** inclusive of vat is payable by cash or bank guaranteed cheque made out in favour of

Umuziwabantu Municipality is required on collection of the tender documents.

### **F.1.2.2 Communication and Employer's Agent**

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the tender Documents.

The Employer's Agent details are:

Hi-Tech Consulting Engineers and Project Managers (Pty) Ltd  
Section 8, Tradewinds, Shelly Business Park  
Shelly Beach  
4265

Tel: 087 056 1892  
Fax: 087 056 1891  
Email: welilem@htconsulting.co.za  
Contact Person: Welile Mbundwini

### **F.2 tenderers obligations**

A tenderer's will not be eligible to submit a tender if:

- a) The Contractor submitting the tender is under restrictions or has principals who are under the restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- b) The tenderer does not have the legal capacity to enter into the contract;
- c) the Contractor submitting the tender is 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 the foregoing;
- d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- f) The tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- g) It is mandatory that the successful tender must subcontract to local subcontractors

F2.1.1 Only those tenderers who are registered with the CIDB and or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the estimated sum tendered for a 4CE OR Higher class of construction work 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; and
2. the lead partner has a contractor grading designation in the class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the estimated sum tendered for a 4 CE class of construction work.

F2.1.2 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

### **F.2.7 Clarification Meeting**

The arrangements for a compulsory clarification meeting are as stated in the tender Notice and Invitation to tender. tenderers must sign the attendance list in the name of the Tendering entity.

Addenda will be issued to, and tenders will be received only from those Tendering entities appearing on the attendance list.

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

### **F.2.12 Alternative tender Offers**

If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that

the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 10% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

tenderers are required to indicate alternative tender offers in Schedule 8.

## **F.2.13 Submitting a tender Offer**

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original.

The tender shall be signed by a person duly authorised to do so. tender submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package is:

**Location of tender Box:** The Foyer at the Municipal Offices

**Physical Address:** 10 Murchison Street, Harding

Identification Details:

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F.2.13.6 A two-envelope procedure will not be followed.

## **F.2.15 Closing Time**

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

F.2.15.1 Late, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

## **F.2.16 Tender Offer Validity**

**The tender offer validity period is 90 Days.**

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the

Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

**F.2.18 Provide Other Material**

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

**F.2.19 Inspection, Tests and Analysis**

Access shall be provided for tests and analysis.

**F.2.23 Certificates**

The tenderer is required to submit with his tender:

- 1) A Certificate of Contractor Registration issued by the Construction Industry Development Board satisfying grading designation requirements.
- 2) Where the tendered amount inclusive of VAT exceeds R 10 million:
  - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
  - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
  - iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
  - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- 3) Proof of compliance with the relevant requirements of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- 4) A Valid Original Tax Clearance Certificate from the South African Revenue Services.

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

Respond to a request for clarification received up to seven working days before the tender closing time stated in the tender Data and notify all tenderers who drew procurement documents.

#### **F.3.4 Opening of tender Submissions**

Tenders will be opened immediately after the closing time for tenders at the Council Chambers, Umuziwabantu Municipality.

Tenders will be considered non-responsive if:

- The tender is not in compliance with the Scope of Work;
- The tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- The tenderer does not comply with the Contractor's CIDB grading designation specified in F2.1.1 at the tender closure date.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

#### **F.3.11 Evaluation of tender Offers**

##### **F.3.11.1 General**

The procedure for the evaluation of responsive tenders is **Method 4**.

##### **F.3.11.1 Scoring Financial Offers**

*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W1 is 90 points when the financial value inclusive of VAT of all responsive tenders received have a value above R 1,000,000 (Refer to Table F.1 of Standard Conditions of tender).

The following preference point systems are applicable to all tenders:

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

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

1.2 Preference points for this tender shall be awarded for:  
(a) Price; and  
(b) B-BBEE Status Level of Contribution.

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**F.3.11.8 Scoring Preferences**

*Add the following new sub clause:*

Points will be awarded to tenders who complete, as relevant, and include in their tender submission, the duly completed Preference Schedules/Forms which are included in T2.2 Returnable Schedules of the tender document.

**F3.13.1 Acceptance of tender Offers**

*Add the following:*

Tender offers will only be accepted if:

- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order and the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) has completed all the Returnable Schedules 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.3.18 Provide Copies of the Contents**

The number of paper copies of the signed contract to be provided by the employer is one.

**B1.2.2.1 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 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.

In this regard the tenderer shall submit with the tender, appended to Schedule 11: Health and Safety Plan in T2.2 Returnable Schedules, a

detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

#### **B1.2.2.2 Eligibility with Respect to Expanded Public Works Programme**

This Contract does qualify for consideration as an Expanded Public Works Programme project.

#### **B1.2.2.3 Claims Arising after Submission of tender**

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

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or

restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.

- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.

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

#### **B1.2.2.4 Imbalance in tendered Rates**

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

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

Should the tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

#### **B1.2.2.5 Community Liaison Officer**

A Community Liaison Office will be provided by Umuziwabantu Municipality.

#### **B1.2.2.6 Invalid tenders**

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

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

- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

**B1.2.2.7 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 tender as submitted.

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

**B1.2.2.8 General Supply Chain Management Conditions Applicable To Tenders**

Umuziwabantu Municipality's Supply Chain Management Policy is available to be viewed at the Engineers Office from Monday to Friday 8:30 to 15:00.

**B1.2.2.9 UIF Payments**

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

**B1.2.2.10 Price Variations**

Refer to Clause 6.8.2 and Clause 6.8.3 of Contract Data to ascertain whether Contract Price adjustment will apply to this contract.

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**ANNEX F: STANDARD CONDITIONS OF TENDER  
(AS CONTAINED IN ANNEXURE F OF THE CIDB STANDARD FOR UNIFORMITY IN  
CONSTRUCTION PROCUREMENT)**

**F.1 GENERAL**

**F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**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.

**F.1.2 tender Documents**

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

**F.1.3 Interpretation**

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

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

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

a) Conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to 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 legal entity, whether incorporated or not, or a public body
- f) Quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing 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 be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3.1** Option 1

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

**F.1.6.3.2** Option 2

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

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

## **F.2 TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility**

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

**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 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 satisfy requirements.

### **F.2.3 Check documents**

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

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

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

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**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.1 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

### **F.2.23 Certificates**

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

## **F.3 THE EMPLOYER'S UNDERTAKINGS**

### **F.3.1 Respond to clarification**

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

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to 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 seven days before the tender closing time stated in the tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, 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. **Two-Envelope System will not be used for this bid.**

**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, on 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) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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### **F.3.9 Arithmetical errors**

**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 item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

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

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

### **F.3.11.3 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 recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

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

In the case of a financial offer and quality:

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

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

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.  
 $N_O$  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.

#### **Quality**

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

$W_2$  is the percentage score given to quality and equals 85  
 $S_o$  is the score for quality allocated to the submission under consideration  
 $M_s$  is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of **60 points** will be awarded for companies and/or jv that have done gravel roads.

- II. A maximum of **5 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent with traceable experience in gravel roads.
- III. A maximum of **5 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Foreman with traceable experience in gravel roads.
- IV. A maximum of **10 points** will be awarded for construction method statement and programme.
- V. A maximum of **20 points** will be awarded for Plant and Equipment. Half points will be awarded if the plant is hired, and a signed agreement is submitted.

Score quality, rejecting all tender offers that fail to score the minimum number of **70% (70 out of 100)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	<b>Five and above completed</b> (Construction of surfaced road/ gravel projects). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	60	60	List of Projects (Certified copies of a direct appointment letters by Local Municipality or government entity/Department together with Final completion or practical completion certificates per project to be attached (for each project). In Case the completion is issued by the Engineer, an additional reference letter from the client is to be attached.
	<b>Four completed</b> (Construction of surfaced road/gravel projects). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of	10		

	approval for extension of time			
	<b>Three completed</b> (Construction of surfaced road/gravel projects). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	30		
	<b>Two completed</b> (Construction of surfaced road/gravel projects). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	20		
	<b>One completed</b> (Construction of surfaced road/gravel projects) Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension	10		

	of time			
	<b>Zero completed</b>	0		
Qualifications and experience of Key Personnel  <b>(Site Agent)</b>	National Diploma with Five and above years' experience or NQF 5. (Civil Engineering, Quantity Survey or any related field)	<b>05</b>	<b>05</b>	Certified Copies of Qualification certificates, <i>certified within 3 months back from the closing date</i> and CV's detailing nature and experience, for each personnel must be attached
	National Diploma with three to four years' experience or NQF 5 (Civil Engineering, Quantity Survey or any related field)	3		
	National Diploma with one to two years' experience and less than NQF 5 (Civil Engineering, Building Science/Quantity Survey, or any related field)	1		
<b>(Site Foreman)</b>	Matric Certificate or NQF 4- and Five or more-years' experience in building construction projects	<b>5</b>	<b>5</b>	
	Matric Certificate or NQF 4 and three to four years' experience in building construction projects	3		
	Matric Certificate or NQF 4 and one to two years' experience in building construction projects	1		
Construction Method Statement (relevant to the tendered project - maximum 3 pages) The method statement must include the following subheadings: Approach Method, Time Frames, Activities	Method statement met all the following requirements including; <ul style="list-style-type: none"> <li>• Approach Method</li> <li>• Construction Programme - Gantt Chart in Ms Programs (All Correct Activities linking in sequence and Times Frames with critical path)</li> <li>• Quality Management</li> </ul>	<b>10</b>	<b>10</b>	Brief (3 Pages Minimum)

(detailed Construction programme in Gantt Chart or similar format), Construction Administration, Quality Management, Health and Safety	and Health and Safety			
	Acceptable method statement. Only provided limited information and Gantt Chart or similar format	5		Brief (3 Pages Minimum)
	No Submission	0		Brief (3 Pages Minimum)
	No submission	0		
<b>Plant and Equipment (Maximum 10 points)</b>				
<b>Plant &amp; Equipment</b> Having <b>OWN</b> complete construction Plant (proof of ownership must be attached)  Plant Hire will be awarded half-points allocated. Bidder shall provide a letter from a registered Plant Hire Company indicating the list of plant to be hired for the duration of this contract. Such letter shall be qualified before the <b>Commissioner of Oaths</b>	• 1 x Water tanker	2	<b>20</b>	Certified Proof of ownership (Logbooks)
	• 1 x Grader	5		
	• 1 x Roller	2		
	• 4 x Tipper Trucks	4		
	• 1 x Excavator	5		
	• 1 x TLB	2		
	No submission	0		
<b>TOTAL POINTS</b>			<b>100</b>	
<b><u>NB: Tenderers are required to submit supporting documents to score full points</u></b>				
<b><u>Tenderers that score less than 70% of the total score allowed for quality will NOT be considered further.</u></b>				

## Financial Offer

### 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price		80		
Companies located within Umuziwabantu Local Municipality		20		
Companies located within Ugu District Municipality		10		
Companies located within KZN		5		

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

### 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:

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  $W_2$  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:

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

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

### **F.3.15 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.

## **PART B2: RETURNABLE SCHEDULES**

## UMUZIWABANTU MUNICIPALITY

### TENDER NO. TENDER UMUZ/06/2025 CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

#### B2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following schedules:

SCHEDULE	DESCRIPTION	PAGE
	Returnable Schedules required for tender evaluation purposes	
1	Umuziwabantu Supply Chain Management and Procurement policy: <ul style="list-style-type: none"> <li>• Declaration of Good Standing Regarding Tax</li> <li>• Bidder's Details</li> <li>• Declaration of Interest</li> <li>• Contract Form – Past Experience</li> </ul>	39
2	MBD 6.1 Preference Points Claim Form	59
3	MBD 8 Declaration of Bidder's Past Supply Chain Management Practices	66
4	BBBEE Verification Certificate	69
5	MBD 9 Certificate of Independent Tender Determination	70
6	Tax Clearance Certificate	72
7	Certificate Of Attendance at Clarification Meeting	73
8	Certificate Of Authority to Sign Documents	74
9	Record Of Addenda to Tender Documents	77
10	Proposed Amendments and Qualifications	78
11	Schedule Of Work Experience of Tender	79
12	Schedule Of Plant and Equipment	80
13a	Site Agent	81
13b	Foreman	82
13c	Technician	83
14	Daywork Schedule	84
15	Programme	86
16	Cashflow	87
17	CSD Proof of Registration	88
18	Schedule of Local Labour Employment	89
19	Contractor's CIDB Registration Certificate	90
20	Letter of Good Standing for Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 Of 1993)	91
21	Letter Of Intent for Performance Guarantee	92

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22	Company Registration Certificate / Agreement / ID Document	93
23	Original Bank Rating Letter from a Registered Financial Institution	94
24	3 Year Audited Financial Statement	95
25	Contractors Rates Clearance Certificate	96
26	Contractor's Certificate of Undisputed Commitments (Only Applicable to Tender Above R 10 Million)	97

**SCHEDULE 1: UMUZIWABANTU PREFERENTIAL PROCUREMENT  
AND SUPPLY CHAIN MANAGEMENT POLICY**



**PREFERENTIAL PROCUREMENT POLICY**  
**SUPPLY CHAIN MANAGEMENT POLICY**  
**DECLARATION OF GOOD STANDING REGARDING TAX**

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2000 (Act No. 5 of 2000) it is a condition of this tender that the successful tenderer's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction. All tenderers are therefore required to submit an Original Valid Tax Clearance Certificate from the South African Revenue Services which must be attached to the tender document. This Certificate must be valid for a period of 60 (sixty) days which must be for the period as set out in the Conditions of tender.

In cases of Consortiums, Joint Ventures or Partnerships each individual must submit the required Certificate aforementioned. Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender.

**PARTICULARS OF TAXPAYER/TENDERER**

Name of Taxpayer/tenderer	
Trade Name (if applicable)	
Identification No. (If applicable)	
Co. or CC No. (If applicable)	
Income Tax Reference No	
Vat Registration No	
PAYE NO. (If applicable)	
Rates and Services Acc No	
Umuziwabantu / other Person completing form)	
Name	
Address	
Telephone	

**SIGNED:** \_\_\_\_\_

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

**UMUZIWABANTU MUNICIPALITY**  
**STANDARD FORM FOR TENDERS**

**TENDER No UMUZ/X/X**

**Closing Date:** 22 August 2025  
**Closing Time:** 12h00

**BIDDERS DETAILS**

THE FOLLOWING PARTICULARS MUST BE FURNISHED AND SIGNED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
FACSIMILE NUMBER	
SIGNATURE OF BIDDER / AUTHORISED REPRESENTATIVE	

**BIDDERS DETAILS**

**MBD 1**

**UMUZIWABANTU MUNICIPALITY  
STANDARD FORM FOR BIDS**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMUZIWABANTU MUNICIPALITY</b>					
<b>BID NUMBER:</b>	UMUZ/06/2025	<b>CLOSING DATE:</b>	22 August 2025	<b>CLOSING TIME:</b>	12h00
<b>DESCRIPTION</b>	CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 10 Murchison Street, Harding					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLYCHAIN MANAGEMENT		DEPARTMENT	TECHNICAL SERVICES	
CONTACT PERSON	Mr Loyiso Ndawonde		CONTACT PERSON	Ms Nonjabulo Madlala	
TELEPHONE NUMBER	039 433 3565		TELEPHONE NUMBER	039 433 3543	
E-MAIL ADDRESS	<a href="mailto:Indawonde@umuziwabantu.gov.za">Indawonde@umuziwabantu.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:nmadlala@umuziwabantu.gov.za">nmadlala@umuziwabantu.gov.za</a>	

## **PART B TERMS AND CONDITIONS FOR BIDDING**

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;
- 1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;
- 1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM;
- 1.7. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
- 1.8. THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE:.....

**4. CERTIFIED BANKING DETAILS FORM**

This form needs to be completed, and certified by the appropriate Banking Institution

Name of Account Holder (Name under which Account is operated)

Account Type (Cheque/Savings, etc.)

Name of Banking Institution

Branch Name

Branch Code (6 Digits)

Banking Account Number

---

Please place Bank stamp here

Received and stamped by (Name in Block Letters)

Signature of Bank Official

--	--

**5. TYPE OF BUSINESS**

Please tick the appropriate box

Public Company (Pty) Ltd	
Close Corporation CC	
Sole Proprietor	
Partnership	
Trust	
Co-operative	
Voluntary Associations	

\*Please ensure to attach a certified copy of the appropriate document dependent on type e.g. Public Co. to attach certified copy of Certificate of Incorporation.

**6. PREVIOUS BUSINESS INFORMATION**

4.1 Did your business exist under a previous name?      Yes       No

4.2 If "Yes", what was the previous business name?

4.3 Reasons for name change

.....

.....

.....

**7. CLASSIFICATION OF BUSINESS** (Please see Annexure 1: Page 44)\*

7.1 Classification for Umuziwabantu Municipal Supplier Database (**Mandatory**)

Core Business Area	Sub-Sector

\*Please refer to ANNEXURE 1 FOR A COMPREHENSIVE LIST OF Core Areas and their corresponding Sub-Sectors.

ANNEXURE 1

**SUPPLY CHAIN MANAGEMENT - PRINCIPLE BUSINESS ACTIVITIES**  
**NB: SELECT ONLY THREE COMMODITIES. PLEASE TICK NEXT TO EACH COMMODITY**

<b>CONSTRUCTION</b>			
33KV CABLE FAULTS		KIOSKS-FIBREGLASS	Precast Concrete kerbs paving
AIR CONDITIONERS NEW		Light Fittings	Public Housing & In-site Upgra
BUILDING RENOVATIONS/REPAIRS		LINKSTICKS	Refuse containers skips and b
Building reticulation		Locate Cable Faults - HV	Reinforced Concrete Structures
Building Works		Locate Cable Faults - LV	RELAY SPECIALIST
Cable Faults - HT		Loudhailers	Road & Stormwater
Cable Faults - LT		Low Voltage Panels	Road Maintenance/Rehabilitatio
CABLE FAULTS-LOCATING ONLY		Low Voltage Service Connection	ROAD RE-INSTATEMENT
Cables & Overhead Conductors		Major Roads - Arterials	Stormwater Maintenance System
Carpets/FLOOR STRIPP		MANHOLE COVERS	Street Lighting - Design & Pro
Civil engineering works		Masonry Products	Street Lighting Maintenance &
Concrete Pipes		Medium & High Voltage Switchge	Street Name signs
CONSTRUCTION		Medium & Low Voltage Reticulat	Streetlight Poles
Electrical Minor Repairs		Medium & Low Voltage Technical	Streetlights Fittings/Floodlig
Electricity Energy Meters		Medium Voltage Circuit Breaker	Structural Remedial Works & Ma
ENGINEERING AND WELDING		METER ACCURACY TESTING	Structural Steel Structures
FENCING -CONCRETE PALISADE		Meters - Electric	SUBSTATION BASES
FENCING-STEEL		Meters - Water	SUBSTATION MAINTENANCE
GABION BASKETS		MINI SUB SPLINTS	Terminations
GROUND MARKING		Minor Roads - Urban	Transformers & Miniature Subst
High Medium & Low Voltage Net		Overhead high voltage transmis	TRELIDOOR
High & Medium Voltage Network		Overhead Line Products	ABC CABLES
High Voltage Substation - plan		PARKHOMES (Mobile prefab build	CONLOG BOXES
High Voltage Technical & Safet		Pavement Design - Road mainten	FIBRE GLASS KIOSK BOX COVERS
Hire Plant & Equipment		Pavement Design - Roads	GLASS-ALUMIN/DOOR WINDOWS
HV Cable - Planning Design &		PIPE JACKING ELECTRICAL UNDERG	Timber Structures
HV Overhead Head Transmission		Plumbing Contractors	Water Retaining Structures
Installation of Fencing		Plumbing Supplies	WEHOLITE PIPES-STORMWATER
JET CLEANING		Power installations	
<b>SERVICES</b>			
ACCOMMODATION		Printers	BATTERIES-VEHICLES ONLY
ADVERTISING- DURBAN AREA		PRINTING	BEDDINGS AND ACCESSORIES
ADVERTISING-BALLITO AREA		PRINTING-JOB CARD/LEAV BUSINESS	BELL AGENTS
ADVERTISING-STANGER AREA		PROPSHAFTS	BOAT REPAIRS-ACCESSORIES
ADVERTISING-ZULU		Protective Clothing	BOILER ASH
AIR CON REPAIRS		Public Address Systems	BOLTS AND NUTS
Architectural Maintenance		RECORDING EQUIPMENT	BUILT IN CUPBOARDS
BRANDING		Recreational & Sporting Facilitation	BUNKER GEAR BAGS
Brochures		Refreshments	BUS BUILDERS
Catering Services		Repair and supply of Tyres	CABLE REPAIRS TO MACHINERY
Cleansing Materials		REPAIR TO WELDING MACHINE	Compressed Air Gas and Vacuum
Courier Services		Repairing of Pools	CRANE REPAIRS
Environment Management Systems		Repairs of communication device	Cranes & Hoists
Environmental Impact Assessmen		RETREAD TYRES	DRAINING OF SEPTIC TANKS
Environmental Planning		RIM REPAIRS	ECARD/STS/RIBBON REPAIR EXISTING
EVENTS & CORPORATE		SAFETY EQUIPMENT	ENGIN CLEARANCE
Horticultural design		SECURITY	ENGINE OVERHAUL
HOTEL AND CONFERENCE		Security installations	EXHAUST REPAIRS
INTERCOM SYSTEMS AND SECURITY		SERVICE OF HEAVY DUTY VEHICLES	Fax machines
IT EQUIPMENT-FAXES/SHREDDRS/ET		SERVICING OF LIGHT DUTY VEHICLE	FILES 07003
IT RELATED ACCESSORIES		SF6 GAS	FIRE EXPANDOL FOAM
IT RELATED NETWORK LINES/PROBL		SHARK NETS PROTECTION	FIRE RELATED TOOLS/EQUIPMENTS
IT RELATED NETWORK LINES/PROBL		SLASHER AGENT-SPARES ETC	FIRE RESCUE TOOLS (SPECIALIZED
IT RELATED PRINTER REPAIRS ONL		Sound Systems/ Marquees	FIRE SPILLAGE
IT RELATED RADIO LINKS		Standby Generator installation	General refrigeration
JEEP GRAND CHEROKEE B6 DIESEL		Stationery suppliers	Grass Cutting
LAMINATING MACHINE		STICKERS AND POSTERS	Herbicides
Landscape Design		Telephone & Communication insta	HT/LV GLOVES

LAUNDRY SERVICES		TOILET HIRE		Hydrolic Pipes	
LEARNER LICENCE BOOKS		TOWING OF VEHICLES		HYDROLOGICS	
LIFESAVING APPARATUS/EQUIP		TOYOTA AGENTS		HYDROPONIC TUNNELS	
Liquefied Gas (LPG)		TRACTOR SPARES REPAIRS & SERVICES		INJECTOR PUMPS & INJECTORS	
Locksmith		TRAFFIC FINE BOOKS PRINTERS		PUNCTURES	
LOUDHAILERS		TRAINING INSTITUTES		SURGICAL DISPOSABLE CONTAINERS	
MAINTAINANCE FREE BATTERY		TRANSPORT- AND TRAVELS		SURGICAL GLOVES-BIOTEX	
MECHANICAL BREAKDOWN-EMERGENCY		TREE FELLING		SURGICAL SUPPLIES	
MEGGER AGENTS		UPHOLSTERY		SUSPENSION SPRINGS	
MITSUBISHI AGENTS		UPS		Tables, Chairs, cabinets etc	
Mobile Phones		USED SPARES		TACHO/SPEEDO	
MOTOR ENGINEERING		VACCUME CLEANERS		TORCH BATTERIES	
NISSAN AGENTS		VEGETABLE SEED		WATERPROOFING	
NISSAN AGENTS(TRUCK DIVISION)		VEHICLE ACCESSORIES		WELDING	
NPR ISUZU 400 SERVICE/REPAIR		VIP PAYROLL		WELDING/ENG SPECIALIZED WORKS	
NUMBER PLATES & SIGNS		VOLVO AGENTS		Wheel Alignment - HD	
OB BOOKS		VW AGENTS		Wheel Alignment - Light duty	
Panel Beating		ACID RESISTANT OVERALLS		WINDOW/VEHICLE TINT	
PAUPER BURIAL		AIRCONS-VEHICLES REPAIRS/REGAS		WINDSCREEN REPAIRS/CANOPIES	
PESTICIDES/FUMIGATIONS		ALLISON AGENTS		WIRING OF VEHICLES	
Photocopiers		Armature Winding		YAMAHA AGENTS	
PLASTICS FOR LIBARIES		AUTO VALET		YAMAHA/STIHLE AGENTS- PRODUCT	
PRESSURE CLEANER		BANDIT STRAP TOOL			
<b>PROFESSIONAL SERVICES</b>					
ACTUARIAL CONSULTANTS		Provision of legal services		Transportation Policy	
ARCHITECTS		Public Relations & Graphics		Urban design	
AUDIT AND FINANCIALS		Public Transport Planning		Urban Spatial Economics	
Basic quantity surveying service		Social Economic Planning & Res		Valuation service provider	
CIVIL CONSULTANTS		Software and software developm		VALUATIONS	
ELECTRICAL CONSULTANTS		Software developers		CERTIFICATES FOR APPOINTMENTS	
Geological studies and investigation		Spatial Analysis		Community Facilitation & Participation	
GEOTECHNICAL ENG. CONSULTANTS		Strategic Planning		DOCUMENT SOLUTION	
Information Technology Consultants		STRUCTURAL CONSULTANTS		ECONOMIC DEVELOPMENT	
Land Survey		Traffic Management		GEOSYNTHETIC MATERIAL	
MONITORING AND EVALUATION		Traffic Operations		INDIGIENT SUPPORT	
Planning Policy & Legal		Traffic Survey / Data Collecti		Quality of Supply Equipment	
PROJECT MANAGEMENT		Transport Economics		SURVEY BASED RESEARCH	
PROPERTY DEVELOPMENT		Transport Modelling		TEST STATION EQUIP-CALIBRATION	
<b>WHOLESALEERS / TRADERS</b>					
AGRICULTURAL EQUP/FERTIL		HESSIAN BAGS/SAND BAGS/BULK BA		Software suppliers	
AUCTIONEERS		ISUZU AGENTS		SUBSTATION PADLOCKS	
AUDIO & VISUALS EQUIPMENT		ISUZU REPAIRS		Supply of Bitumen & Emulsions	
Auto electrical		KITCHENWARE		Supply of hot bituminous aspha	
Building Material		LANDROVER AGENTS		Traffic Signs	
BUS HIRING SERVICES		MEAL VOUCHERS		APPLIANCES	
C TRACK SERVICES		Mechanical Spares		AQUATIC EQUIPMENT	
CHAINSAW PROTECTIVE CLOTHING		Milk		BULLIT PROOF VESTS	
Chlorine		OFFICE AUTOMATION		COBBLES	
CLUTCH AND BRAKE REPAIRS		OFFICE EQUIPMENT		CRUSHER RUN/STONES	
CLUTCH OVERHAUL AND RPAIRS		OFFICE FURNITURE		Decorative & Festive Lighting	
CONSUMABLES		OIL		FLAGS-VARIOUS COUNTRIES	
CORPORATE CLOTHING-SPORTS		OIL SAMPLES		General hardware & supplies	
Curtains/Blinds		Paint Suppliers		GRASS	
DIFF & GEARBOX		Parts		GREY STEEL LOCKERS	
DRIVING SCHOOL		PLASTIC FURNITURE-MANUFACTURES		Hard Hats	
Electrical Material		PREPAID ELECTRICITY		Supply of materials	
EMERGENCY SERVICES UNIFORMS		RADIO REPAIRS-MOBIL/REPEATERS		Supply of new vehicles	
FIRE TRUCK AGENTS		RADIOS-PORTABLE & MOBILE		Supply of plants	
FORD AGENT		ROAD MARKING SIGNS		Supply of Refuse Bags	
Fuel		Road Signs		Traffic Vehicles	
FURNITURE AND EQUIPMENT		SKIP HIRE		Traffic Vehicles	
General Electrical Spares/Prod		SMALL TOOLS AND EQUIP		WATER COOLER LEASE	

**8. BUSINESS INFORMATION**

Please indicate your appropriate Sector

Agriculture	
Mining and Quarrying	
Manufacturing	
Electricity, Gas and Water	
Construction	
Retail, Motor Trade and Repair	
Wholesale Trade, Commercial	
Catering, Accommodation, Other	
Transport and Storage	
Finance and Business Services	
Community, Social and Personal	

**9. PROPRIETORS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES/  
 OWNER**

Please list all owners (as listed above). If insufficient space, kindly attach a copy of this page signed by the person who signs on behalf of the business.

Name	ID No.	Shareholding %	Gender M/F	Youth	Disabled

**10. PREVIOUS EXPERIENCE** (If applicable)

Please list the municipal contracts awarded to you over the last 5 years or other previous experience related to your core business

Employer/ Department	Contact Person and Telephone No.	Contract Value in Rands	Completed Successfully (Yes/No)	Year

---

**11. PLEASE INDICATE ANY OWNER WHO HAS A CONTROLLING OWNERSHIP INTEREST  
IN ANOTHER BUSINESS**

<b>Name of Owner</b>	<b>Name and Address of Other Business</b>	<b>Position Held</b>	<b>Business Type</b>	<b>% of Ownership</b>

---

**12. VERIFICATION OF INFORMATION SUPPLIED RELATING TO REFERENCES THAT THE APPLICANT/BUSINESS MAY APPLY FOR**

I/We, the undersigned, who warrant/s that I/We are duly authorized to do so on behalf of the supplier, certify/ies that the information supplied in terms of this document including the Annexure(s) with additional information, is correct and accurate and acknowledge/s that:

1. The supplier will be required to furnish documentary proof of the information relating to preferences, if requested to do so.
  
2. If the information supplied is found to be incorrect, then Umuziwabantu Municipality may, in addition to any remedies it may have:
  - (i) Disqualify the supplier/contractor for a particular bid/contract/project it may be considered for, or which had been awarded to the supplier/contractor;
  - (ii) Recover from the supplier/contractor for all costs, losses or damages incurred or sustained by Umuziwabantu Municipality as a result of breach of contract;
  - (iii) Cancel the contract and claim any damages which Umuziwabantu Municipality may suffer by favourable arrangements after such cancellation; and
  - (iv) De-register the supplier registered on the Supplier Database.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  
before the Commissioner of Oaths

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name in Block Letters

\_\_\_\_\_  
Supplier's Name

Signed and affirmed to before me at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the deponent who has acknowledged that he/she knows and understands the contents of this document, and he/she has acknowledged that he/she has no objections to affirming that he/she regards the affirmation to be binding on his/her conscience.

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Area

**ANNEXURE 2**

**REQUIRED DOCUMENTATION CHECKLIST**

Please ensure that all documents listed below are attached (where applicable) to the Registration Form.

**ALL** documentation is to be provided in its original format or certified copies except Tax Clearance Certificate.

**ATTACHED**

**(Please tick appropriate box)**

<b>Document Name</b>	<b>Yes</b>	<b>No</b>
Original valid Tax Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Original or certified copy of VAT registration certificate	<input type="checkbox"/>	<input type="checkbox"/>
Company Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Company Resolution of Signatories	<input type="checkbox"/>	<input type="checkbox"/>
Original or Certified Copy "Letter of Good Standing" from Workmen's Compensation Commissioner or its Agent	<input type="checkbox"/>	<input type="checkbox"/>
Proof of Banking details <i>(Cancelled cheque or letter confirming banking details from the banking institution)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Most recent municipal accounts for your business location or your personal residence, i.e. rates, water, refuse, electricity (if applicable) and levy registration confirmation letter	<input type="checkbox"/>	<input type="checkbox"/>
Certified copies of ID documents of Directors/Owners/Shareholders	<input type="checkbox"/>	<input type="checkbox"/>
Accreditation Certificates: Registration to professional bodies, e.g. RMI, SETA, PSIRA, IOPSA, NHBRC, CIDB, copy of Certificate of Acceptability for Food Premises	<input type="checkbox"/>	<input type="checkbox"/>
BBBEE Certificate from the registered Auditors IRBA/Accounting Officer (as contemplated in Section 60 of the Close Corporation Act, Act No. 69 of 1984) or a SANAS accredited verification agency <i>(certified copy or original)</i>	<input type="checkbox"/>	<input type="checkbox"/>

## **MBD 2      TAX CLEARANCE REQUIREMENTS**

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

In order to meet the requirements bidders are required to complete in full the attached TCC1 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax clearance Certificate that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC "Application for "Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)

Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**MBD 4  
DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state?

YES	NO

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

3.9 Have you been in the service of the state for the past twelve months?

YES	NO

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

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

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

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

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

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

YES	NO

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

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

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES	NO

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

4. Full details of directors / trustees / members / shareholders.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



**MBD 5.2**

**CONTRACT FORM – PAST EXPERIENCE WITH UMUZIWABANTU MUNICIPALITY**

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

**PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH UMUZIWABANTU**

<b>PROJECT NAME</b>	<b>VALUE OF WORK</b>	<b>CONTRACT START DATE</b>	<b>ANTICIPATED / ACTUAL COMPLETION DATE</b>

.....  
DATE

.....  
SIGNATURE OF BIDDER

**SCHEDULE 2: MBD 6.1 PREFERENCE POINTS CLAIM FORM**

MBD 6.1

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

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

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

**2. GENERAL CONDITIONS**

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

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

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

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 3. DEFINITIONS

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

## 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4.3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

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

#### 4.4.1. POINTS AWARDED FOR PRICE

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

**80/20**                      **or**                      **90/10**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price		80		
Companies located within Umuziwabantu Local Municipality		20		
Companies located within Ugu District Municipality		10		
Companies located within KZN		05		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/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 company/firm has been in business?  
.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE 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 are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in 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 contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the Tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the tenderer 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

SIGNATURE(S) OF TENDERER(S)

**WITNESSES:**

1. ....
2. ....

DATE:.....

ADDRESS:.....

.....

.....

**SCHEDULE 3: MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY  
CHAIN MANAGEMENT PRACTICES**

### MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

## **SCHEDULE 4: BBBEE VERIFICATION CERTIFICATE**

**The tender shall attach a valid original or a certificated copy of the BBBEE 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).**

**Failure to submit the certificate will result in a score of zero points**

---

## **SCHEDULE 5: FORM MBD 9 - (CERTIFICATE OF INDEPENDENT TENDER DETERMINATION)**

### **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Tendering

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**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.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of tenderer**

## **SCHEDULE 6: TAX CLEARANCE CERTIFICATE**

**[The Tenderers shall attach a Valid Original Tax Clearance Certificate. Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender]**

## SCHEDULE 7: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that:

\_\_\_\_\_ (tenderer)

of \_\_\_\_\_ (address)

\_\_\_\_\_

was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Umuziwabantu Municipality, in Harding Offices

on \_\_\_\_\_ **2025** starting at \_\_\_\_\_.

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

**Particulars of person(s) attending the meeting:**

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_ Date & Time \_\_\_\_\_

**Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:**

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_ Date & time \_\_\_\_\_

Official Stamp

## SCHEDULE 8: CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for company**

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

As witness:

1. \_\_\_\_\_ \_\_\_\_\_  
Chairman

2. \_\_\_\_\_ \_\_\_\_\_  
Date

**B. Certificate for Partnership**

I, the undersigned, being the key partners in the business trading as \_\_\_\_\_  
 \_\_\_\_\_  
 hereby authorise Mr/Mrs \_\_\_\_\_  
 acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

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

Mr/Ms \_\_\_\_\_ as authorised signatory of the  
 company \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to

sign all documents in connection with this tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.**

**D. Certificate for Sole Proprietor**

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

As witness:

1. \_\_\_\_\_ Signature: sole owner  
 2. \_\_\_\_\_  
 \_\_\_\_\_  
 Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading

as \_\_\_\_\_ hereby authorise

Mr/Mrs \_\_\_\_\_ acting in

the capacity of \_\_\_\_\_, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** This certificate is to be completed and signed by all of the key members upon who rests the direction of the affairs of the close corporation as a whole.

## SCHEDULE 9: 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: **Failure to acknowledge receipt, record and attach addenda to tender documents will invalidate your tender:**

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

## SCHEDULE 10: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page/ item	Proposal

Number of sheets appended by the tenderer to this schedule .....(If nil enter NIL)  
(Enter number in word form: e.g. TEN)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

### SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDER

Tenderers shall insert in the Schedule hereunder details of similar works bridges and roads successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the tenderer has no experience in this class of work and therefore invalidate your tender. **Tenderers must attach copies of appointment letters and completion certificates as proof of work experience**

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

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

## SCHEDULE 12: SCHEDULE OF PLANT AND EQUIPMENT

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

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

<b>CONSTRUCTION PLANT IMMEDIATELY AVAILABLE</b>			
Description	Size	Capacity	Number

Attach additional pages if more space is required.

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

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

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

### SCHEDULE 13a: SITE AGENT

tenderers must complete the questionnaire hereunder giving full details of the Site Agent who will be employed on the project.

FULL NAME OF SITE AGENT: \_\_\_\_\_

HOW LONG HAS HE BEEN WITH YOUR COMPANY (YEARS)? \_\_\_\_\_

WILL HE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE SITE AGENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NQF RATING \_\_\_\_\_

**Attach full CV and certified copies of qualification certificates**

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE SITE AGENT ON SIMILAR PROJECTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

### SCHEDULE 13b: FOREMAN

Tenderers must complete the questionnaire hereunder giving full details of the Foreman who will be employed on the project.

FULL NAME OF FOREMAN: \_\_\_\_\_

HOW LONG HAS HE BEEN WITH YOUR COMPANY (YEARS)? \_\_\_\_\_

WILL HE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE FOREMAN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NQF RATING \_\_\_\_\_

**Attach full CV and certified copies of qualification certificates**

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE FOREMAN ON SIMILAR PROJECTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

### SCHEDULE 13c: TECHNICIAN

Tenderers must complete the questionnaire hereunder giving full details of the Technician who will be employed on the project.

FULL NAME OF TECHNICIAN : \_\_\_\_\_

HOW LONG HAS HE BEEN WITH YOUR COMPANY (YEARS)? \_\_\_\_\_

WILL HE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE TECHNICIAN :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NQF RATING \_\_\_\_\_

**Attach full CV and certified copies of qualification certificates**

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE TECHNICIAN ON SIMILAR PROJECTS :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

## SCHEDULE 14: DAYWORK SCHEDULE

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

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

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

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

### A. LABOUR

Normal Working Time:

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

Overtime

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

**B. PLANT**

DESCRIPTION	TYPE	ESTABLISHMENT AND DESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

**C. MATERIAL**

The tenderer shall state here the percentage “On-costs” that should be added to the basic price of materials: \_\_\_\_\_%

## **SCHEDULE 15: PROGRAMME**

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

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

## SCHEDULE 16: CASHFLOW

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10.1 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

## **SCHEDULE 17: CSD PROOF OF REGISTRATION**

*[The Bidder must attach hereto a CSD proof of registration].*

## SCHEDULE 18: SCHEDULE OF LOCAL LABOUR EMPLOYMENT

	Total	Men	Women	Youth		Disabled	
				Male	Female	Male	Female
No of Persons planned to be employed							
Average length of employment (days)							
No. of planned person days							

### NON-ACCREDITED TRAINING

Training Type	Planned no. of persons to be trained	Average length of planned training	Men	Women	Youth		Disabled	
					Male	Female	Male	Female
Administration								
Technical								
Lifeskills								
Vocational skills								
Business skills								
Skills training								
Total Training								

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

**NOTE:**

**tenderers are to submit monthly Local Labour Employment Schedule and Local Labour Training Schedule with their monthly payment certificates.**

## **SCHEDULE 19: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE**

**[The tenderer shall attach hereto the Contractor's CIDB Registration Certificate. Failure to submit the certificate with the tender will lead to the conclusion that the tenderer is not registered with the CIDB and therefore not eligible to tender]**

***In case of Partnership/Joint Venture consolidated CIDB Registration Certificate must be attached***

**SCHEDULE 20: LETTER OF GOOD STANDING FOR COMPENSATION  
FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993  
(ACT NO. 130 OF 1993)**

**[The Tenderers shall attach hereto a copy of a Valid Letter of Good Standing. Failure to submit the above information will invalidate the tender]**

## **SCHEDULE 21: LETTER OF INTENT FOR PERFORMANCE GUARANTEE**

In terms of Clause F2.1 of the tender Data the Employer may make inquiries to obtain the tenderer's ability to source a performance guarantee

To that end the tenderer must provide with his tender a letter of intent certified by his banker / insurer, to the effect that he is be able to provide a 10% Performance Guarantee of the tendered amount.

**[The tenderer shall attach hereto the tenderer's Letter of Intent for Performance Guarantee. Failure to submit the certificate with the tender will lead to the conclusion that the tenderer does not have the necessary financial resources at his disposal to complete the contract]**

## **SCHEDULE 22: COMPANY REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

**[Certified Copies of Registration for Companies, Close Corporation and Partnerships, or Agreements and Power of Attorney for Joint Ventures, or ID Documents for Sole Proprietors, all as referred to in the foregoing forms and T2.1 to be inserted here]**

## **SCHEDULE 23: ORIGINAL BANK RATING LETTER FROM A REGISTERED FINANCIAL INSTITUTION**

**[The Tenderers shall attach hereto an Original Bank Rating Letter from a Registered Financial Institution. Failure to submit the above information will invalidate the tender]**

The minimum acceptable bank rating codes are as follows: -

- A- undoubted / excellent
- B- good for amount quoted
- C- average/ good if strictly in the line of business
- D- fair trade risk

## **SCHEDULE 24: 3 YEAR AUDITED FINANCIAL STATEMENT**

**[Tenderer shall hereto attach an audited annual financial statement for 3 years or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing]**

**Each party to a Consortium/Joint Venture shall submit a separate set of documents**

**IMPORTANT NOTE: FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL INVALIDATE THE TENDER**

## **SCHEDULE 25: CONTRACTORS RATES CLEARANCE CERTIFICATE**

**[The Tenderer shall attach hereto the Contractor's Municipal Rates Clearance Certificate not older than 90 days. Failure to submit the certificate with the tender will lead to conclusion that the Tenderer is not cleared with Municipal Rates and therefore not eligible to tender]**

## **SCHEDULE 26: CONTRACTOR'S CERTIFICATE OF UNDISPUTED COMMITMENTS (Only Applicable to tender above R 10 million)**

The tenderer shall attach hereto the Contractor's Certificate of undisputed commitments. Signed by the tenderer certifying that the tenderer has no undisputed commitment for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days.

**[Failure to submit the certificate with the tender will lead to the conclusion that the Tenderer is not cleared with municipal services obligations and therefore not eligible to tender]**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

## UMUZIWABANTU MUNICIPALITY

### CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

#### C1.1 FORM OF OFFER AND ACCEPTANCE

##### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

##### TENDER NO. UMUZ/06/2025: CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

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

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

R \_\_\_\_\_ including vat

Amount 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 .....

Name of Signatory .....

Capacity .....

For the tenderer .....  
(Name and address of organisation)

Name of Witness .....

Signature  
of witness ..... Date .....

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of work
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any) **or at any other date stipulated by Umuziwabantu Municipality and agreed by the tenderer.** Unless the tenderer (now Contractor) within five working 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** ..... **Date** .....

**Name** .....

**Capacity** .....

**For the Employer Name** .....  
Umuziwabantu Municipality

**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 arrangements 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 .....

.....

.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and

amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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## TENDER NO. UMUZ/06/2025

### CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

#### C1.2 CONTRACT DATA

##### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

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

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

#### CONTRACT SPECIFIC DATA

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

##### **Clause 1.1.1.13:**

The Defects Liability Period is **12 months**.

##### **Clause 1.1.1.14:**

The time for achieving Practical Completion is 6 months from the date of appointment and is also to be specified in the appointment letter period referred to in Clause 5.3.2 below, and exclusive of non-working days referred to in Clause 5.8.1 below and exclusive of special non-working days (Clause 5.8.1).



11. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
12. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
13. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1.

**Clause 4.3:**

- 4.3.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

*Add the following clause after Clause 4.3.2.:*

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the 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 there under.

An agreement is included in the Contract Document (C1.4 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 fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timorously renewed in order that it remains in full force for the duration of the Contract.

**Clause 4.5.2**

Replace the term "Safety" with "Occupational Health and Safety"

**Clause 5.3.1:**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the following specified items have been submitted and approved:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Detailed methodology of how the contractor intends to implement the works and Quality Control Forms associated with each element of works to be constructed.

Furthermore, the Contractor must ensure that he obtains the necessary wayleaves in order to carry out the Works within the servitudes of all Authorities with presiding jurisdiction within the bounds of the site. All costs associated with obtaining such way leaves and conditions required thereof are for the Contractor's account and must be included in the rates.

**Clause 5.3.2:**

The time to submit the documentation required before commencement with Works execution is 14 days from the Commencement Date.

**Clause 5.4.2:**

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

*Add the following clause after Clause 5.4.3:*

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.

**Clause 5.5.1**

The Works shall be completed within the time frame stipulated or tendered (if applicable) in Schedule 8, exclusive of non-working and special non-working days and the year-end break and inclusive of the 21 day period referred to in Clause 5.3.1 above. (5 working days comprise one week.)

**Clause 5.8.1:**

The non-working days are Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.
- (2) The year end break as per the Civil Engineering Industry Annual Shut-down published by SAFCEC ([www.safcec.org.za](http://www.safcec.org.za)).

**Clause 5.9**

*Add the following Clauses after Clause 5.9.7:*

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

**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.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	8 days
February	7 days
March	7 days
April	4 days
May	2 days
June	1 days

---

July	2 days
August	3 days
September	4 days
October	7 days
November	8 days
December	8 days

It shall be further 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.

Notwithstanding Clause 5.12.2.2 of the GCC (2015) or any of the above, the Client will only entertain an extension of time without financial remuneration. Should the contractor wish to allow for this, he shall do so in his rates.

### **Clause 5.12.3**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of weeks in Clause 5.5.1 less the 21 day period referred to therein.

### **Clause 5.13.1:**

The following penalties will apply:

- **R5 000** per calendar day for failure to complete the Works in accordance with the Milestone Dates as set out in Section C3.3.1.1.
- **R10 000** per calendar day for the removal of plant from site without the Engineer's written consent per occurrence.
- **R1 000** per calendar day for the late payment of local labour and student per occurrence.
- **R5000** per calendar day for late payment of local subcontractors per occurrence.

### **Clause 5.14**

The time for achieving practical completion is **5 months** from the date of appointment.

### **Clause 5.16.3:**

The latent defects period is **10 years**

### **Clause 6.2.1:**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

### **Clause 6.2.2:**

Delete Clause 6.2.2 in its entirety.

**Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges is 10% (maximum).

**Clause 6.8.2:**

*Add the following to Clause 6.8.2:*

The Contract Price will not be subject to contract price adjustment.

**Clause 6.8.3**

Price adjustments for variations in the costs of special materials are not allowed.

**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 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

**Clause 6.10**

*Add the following to Clause 6.10:*

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work.

Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**Clause 6.10.1.5:**

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

**Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, limited to **5%** of the Net Tender Price. A guarantee in lieu of retention is not permitted.

**Clause 6.10.4:**

*Replace with the following:*

The Engineer shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Engineer of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 30 days of the approval of the payment certificate by the Employer. Payment shall be subject to the Contractor

submitting a tax invoice, if required by law, to the Employer for the amount due. Invoices must be clearly marked with the Contract and must be addressed to the Umuziwabantu Municipality.

Notwithstanding the above, the Engineer 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 C31: Description and Management of the Works.

**Clause 6.10.9:**

*Replace with the following:*

Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). The Engineer shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor within 30 days of the approval of the Final Payment Certificate by the Employer, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

**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 10% of the value of repairing works

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is **R5 000 000.00** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of 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 to provide 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.

- (e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.
- (f) Professional Indemnity Insurance providing cover in an amount of not less than **R5 000 000.00** in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**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 C1.6 Insurance Broker's Warranty.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required guarantee and insurances within the prescribed time.

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.9 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10.5.3:**

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following 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 the prior written consent of the Engineer.

**Clause 59: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Part 2: Data provided by the Contractor**

GCC Clause	Information								
Clause 1.1.9	The name of the Contractor is .....								
Clause 1.2.1.1           Clause 1.2.1.2	The address of the Contractor is:  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Physical</u></td> <td style="width: 50%; border: none;"><u>Postal</u></td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table> Tel: .....  Fax: .....  Email: .....	<u>Physical</u>	<u>Postal</u>	.....	.....	.....	.....	.....	.....
<u>Physical</u>	<u>Postal</u>								
.....	.....								
.....	.....								
.....	.....								

**UMUZIWABANTU MUNICIPALITY  
TENDER NO. UMUZ/06/2025**

**CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05**

**C1.3 PRO FORMA FORM OF GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Second Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words: .....

“Expiry Date” means: .....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue by this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledge that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3.
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Contractor 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 not 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 purpose 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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## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/06/2025

#### C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

##### AGREEMENT IN TERMS OF SECTIONS 36(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

This Agreement is made between \_\_\_\_\_

(hereinafter called the EMPLOYER) of the one part herein represented by: \_\_\_\_\_

\_\_\_\_\_

in his capacity as: \_\_\_\_\_

AND: \_\_\_\_\_

(hereinafter called the CONTRACTOR) of the one part herein represented by: \_\_\_\_\_

\_\_\_\_\_

in his capacity as: \_\_\_\_\_

duly authorized to sign on behalf of the CONTRACTOR.

**WHEREAS** the CONTRACTOR is the MANDATORY of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

TENDER NO. UMUZ/06/2025

TENDER TITLE: CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

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For the construction, completion and maintenance of the works;

**NOW THEREFORE** the parties agree as follow:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
3. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at \_\_\_\_\_ for and behalf of the **CONTRACTOR**

on this \_\_\_\_\_ day of \_\_\_\_\_ **2025**

SIGNATURE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_

2. \_\_\_\_\_

Thus signed at \_\_\_\_\_ for and behalf of the **EMPLOYER**

on this \_\_\_\_\_ day of \_\_\_\_\_ **2025**

SIGNATURE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_

2. \_\_\_\_\_

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**HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

Written agreement between Umuziwabantu Municipality (hereinafter referred to as “the Employer”)

and \_\_\_\_\_ (hereinafter referred to as “the mandatory”) as envisaged by Section 37 (2) of the Occupational Health and Safety Act, No. 85. of 1993 as amended.

I \_\_\_\_\_

representing \_\_\_\_\_ (mandatory) do

hereby

Acknowledge that \_\_\_\_\_ (mandatory) is

an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act No. 85 OF 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature on behalf of mandatory \_\_\_\_\_

Signature on behalf of Employer \_\_\_\_\_

Compensation Fund Registration No. of mandatory \_\_\_\_\_

Good standing Certificate:  yes  no (tick one box)

## HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No. 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including agent, a contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to conduct the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Umuziwabantu Municipality in this respect.
10. The Work to be done is construct pedestrian bridge and improve gravel roadworks and construct concrete walk way
11. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Umuziwabantu Municipality any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into this area.

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## OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned \_\_\_\_\_  
in my capacity as \_\_\_\_\_  
of the firm \_\_\_\_\_

1. Hereby undertake to ensure that I/my firm and/or subcontractors and/or his employees -
  - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37 (2) of the said act, as well as any relevant work in, to or on any Umuziwabantu Municipality buildings, construction sites and/or premises;
  - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Umuziwabantu Municipality; and
  - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and contractor, hereby indemnity, in terms of the above undertakings, Umuziwabantu Municipality -
  - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
  - 2.2 against any claims that may be instituted against Umuziwabantu Municipality and/or any liability that Umuziwabantu Municipality may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Umuziwabantu Municipality clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
  - 2.3 against similar claims that I, managers or directors of my firm may have against Umuziwabantu Municipality and any damages for which I, managers or directors of my firm hold Umuziwabantu Municipality liable.
3. My Firm's compensation commissioner number is \_\_\_\_\_  
and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have authority to sign this indemnity undertaking and that Umuziwabantu Municipality is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity

As witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

## **PART C2: PRICING DATA**

## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/06/2025 CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

#### C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the latest SANS Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

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

## **C2.2.2 – BILL OF QUANTITIES**

### **CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05**

ITEM NO	PAYMENT REFERS.	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION A : PRELIMINARY AND GENERAL</u></b>	-	-	-	-
<b>A1</b>	<b>SABS 1200C</b>	<b>GENERAL</b> <i>As specified in SABS 1200 A and in the Project Specification</i>	-	-	-	-
<b>A1.1</b>	8.3	<b>FIXED CHARGES AND VALUE RELATED ITEMS</b>				
A.1.1.1	8.3.1	<u>Contractual Requirements</u>	Sum	1,0		
	8.3.2	<u>Establishment of Facilities on Site</u>				
	8.3.2.1	<u>Facilities for Engineer</u>				
A.1.1.2		(a) Furnished offices	Sum	1,0		
A.1.1.3		(b) Name Board	Sum	2,0		
	8.3.2.1	<u>Facilities for Contractor</u>				
A.1.1.4		(a) Offices and Storage Sheds	Sum	1,0		
A.1.1.5		(b) Ablution latrines	No,	4,0		
A.1.1.6		(c) Tools and equipment	Sum	1,0		
A.1.1.7		(d) Dealing with water	Sum	1,0		
A.1.1.8		(e) Access	Sum	1,0		
A.1.1.9		(f) Plant	Sum	1,0		
	8.3.3	<u>Other fixed obligations</u>				
A.1.1.10		Remove Engineer's and Contractor's Site establishment on completion	Sum	1,0		
<b>A1.2</b>	8.4	<b>TIME RELATED ITEMS</b>				
A1.2,1	8.4.1	Contractual requirements	Sum	1,0		
A1.2,2	8.4.3	Supervision for duration of construction, including all survey setting out cost	Sum	1,0		
A1.2,3	8.4.4	Company and head office overhead costs	Sum	1,0		
A1.2,4	8.4.5	(a) Allowance for progress photographs Survey and preparation of "As built drawings"	Sum	1,0		
A1.2,5	8.4.5	(b) Preparation of risk assessment, safe work procedures, the project H & S file, the H & S plan, the provision of PPE and protection clothing and any other H & S matters that the contractors deems necessary	Sum	1,0		
A1.2,6	8.4.5	(c) Full compliance with all H & S matters during construction of the works under the contract	Sum	1,0		
<b>A1.3</b>	8.5	<b>PROVISIONAL SUM</b>				
A1.3.1		(a) Allowance for CLO	Sum	1,0	R 35 000,0	R 35 000,0
A1.3.2		(b) Contractors attendance, handling cost and charges on item (a)	%	35 000,00		
A1.3.3		(c) Allowance for a civil engineering student with S3 level	Sum	1,0	R 40 000,0	R 40 000,0
A1.3.4		(d) Contractors attendance, handling cost and charges on item (c)	%	40 000,00		
A1.3.5		(e) Engineers cell phone allowance	Sum	1,0	R 3 000,0	R 3 000,0

A1.3.6		(f) Contractors attendance, handling cost and charges on item (e) above	%	3 000,00		
A1.3.7		(g) Allowance for Environmental Health and Safety Officer	Month	4,0	R 7 000,0	R 28 000,0
A1.3.8		(h) Contractors attendance, handling cost and charges on item (g) above	%	28 000,00		
		(i) Allowance for removal and reinstallation of fencing and other existing services	Sum	1,00	50000	R 50 000,0
		Contractors attendance, handling cost and charges on item (i) above	%	50 000,00		
<b>A1.4</b>	<b>8.8</b>	<b>TEMPORARY WORKS</b>				
A1.4.1		(a) Allow for temporally accommodation of traffic during construction period including temporally roads, signage, lighting etc.	Sum	1,0		
A1.4.2		(b) Allow for acceptance testing ordered by the Engineer	No.	6,0		
<b>TOTAL CARRIED FORWARD</b>						

ITEM NO	PAYMENT REFERS.	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
A1.4.3		(c) Contractors attendance, handling costs and charges on item (b) above	%			
A1.4.4		<u>Control Testing by Contractor</u>				
A1.4.5		(a) Mod Aashto Test	No	10,00		
<b>A1.5</b>		<b>- ENVIRONMENTAL MANAGEMENT PLAN</b>				
A1.5.1		Full compliance with EMPr specification during construction period	Sum	1,0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	PAYMENT REFERS.	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION B : ROADWORKS</u></b>	-	-	-	-
<b>B1</b>	<b>SABS 1200C</b>	<b>SITE CLEARANCE</b>	-	-	-	-
	8.2.1	<u>Clear and grub</u>				
B1.1		Clear and grub site, including disposal to spoil site	ha	2,1		
<b>B2</b>	<b>SABS 1200DM</b>	<b>EARTHWORKS</b>				
	8.3.2	<u>Preparation of Site</u>				
B2.1		Remove topsoil to a nominal depth of 150mm, stockpile and maintain on site.	m <sup>3</sup>	3150,0		
	8.3.3 a	<u>Treatment of road - bed</u>				
B2.2		Road - bed preparation - rip, shape and compact in -situ material to 90% MOD AASHTO maximum density, to a depth of 150mm	m <sup>3</sup>	2700,0		
	8.3.4	<u>Cut to fill, borrow to fill</u>				
B2.3		Cut to fill compacted to 90% of MOD AASHTO maximum density.	m <sup>3</sup>	3150,0		
B2.4		Borrow to fill from commercial sources or borrow pits located by the Contractor, compacted to 90% MOD AASHTO maximum density.	m <sup>3</sup>	3600,0		
	8.3.7	<u>Cut to spoil or stockpile from:</u>				
B2.5		(a) Soft excavation	m <sup>3</sup>	350,0		
B2.6		(b) Intermediate excavation	m <sup>3</sup>	500,0		
B2.7		(c) Hard excavation	m <sup>3</sup>	300,0		
B2.8		(d) Boulder excavation class A	m <sup>3</sup>	150,0		
	8.3.13	<u>Surface finishes</u>				
B2.9		Trim, shape and roll verges	m <sup>2</sup>	3000,0		
	3.8.16	<b>GRAVEL SURFACE LAYER</b>				
B2.10		Supply and process gravel surface layer 150mm thick using G5 quality gravel compacted to 95% Mod Aashto density. Rate to include for sourcing of material, excavating, loading, hauling, placing, compaction and royalties if any	m <sup>3</sup>	2700,0		
<b>B3</b>	<b>SABS 1200 MM</b>	<b>ANCILLARY ROADWORKS</b>				
	8.3	<u>Permanent road signs</u>				

B3.1		Sign faces painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retro reflective material	No	12,0		
B3.2	8.3.1	Sign Supports: Treated gum poles 100mm dia.	m	40,0		
B3.3	8.3.3	Excavation for sign supports and backfilling with in-situ material.	m <sup>3</sup>	4		
B3.4	8.3.4	25MPa concrete for signposts.	m <sup>3</sup>	4		
B3.5		Finishing the road and road reserve	Sum	1,0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						



	8.2.1	<u>Supply, handle, lay and bed Class 100D concrete pipe culverts with ogee joints complete:</u>				
C3.1		300mm dia	m			
C3.2		450mm dia	m			
C3.3		600mm dia	m	120		
C3.4		900mm dia	m	0		
	8.2.8	<u>Supply and Install Manholes, Catchpits, and the Like</u>				
	8.2.8(a)	<u>(a) Manholes</u>				
		Supply and construct manhole complete, including excavation, backfilling, compaction, disposing of excavated material, concrete work, manhole cover and frame, etc:				
		<u>Over</u>				
		<u>Up to</u>				
C3.4		1.0m	No	6		
		2.0m				
C3.5		2.0m				
		3.0m	No			
	8.2.8(b)	<u>Catchpits</u>				
<b>TOTAL CARRIED FORWARD</b>						

ITEM NO	PAYMENT REFERS.	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
C3.6		Supply and construct catchpits complete, including excavation, backfilling, compaction, disposing of excavated material, concrete work, frames etc: Catchpit Type A1 <u>Over</u> <u>Up to</u> 1.0m	No	6		
C3.7		2.0m 2.0m 3.0m	No			
C3.6		- <u>Headwall</u> Construct headwalls as per PSLE 9/1 or 9/2, for the following pipe size: 600mm dia.	No.	6		
<b>C4</b>	<b>SABS 1200 D</b>	<b>DRAINAGE</b>				
C4,1		Construction of concrete V-Drain 1200mm wide	m	303		
	<b>SABS</b>	<b>CONCRETE STRUCTURE</b>				
4,1	1200GA	<b>FORMWORK</b>				
4.1.2	8.2.2	(ii) Class F1 Finish at all sides of concrete Slab	m2	120		
4,2	8.3.	<b>REINFORCEMENT</b>				
4.2.2	8.3.2	Welded mesh ref 193	m2	210		
4,3	8.4.	<b>CONCRETE</b>				
4.3.1	8.4.2	Mass concrete 15MPa/19mm	m3	42		
4.3.2	8.4.3	(i)Cast in-situ concrete for slab,concrete grade 25MPa/19mm	m3	15		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

<b>SUMMARY OF BILL OF QUANTITIES</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Section A</b>	- <b>Preliminary and General</b>	
<b>Section B</b>	<b>Roads</b>	
<b>Section C</b>	<b>Stormwater</b>	
	<b>Sub-Total</b>	
	<b>Add : 10% Contingencies</b>	
	<b>Sub-Total</b>	
	<b>Add : 15% Value Added Tax</b>	
	<b>TOTAL</b>	

## **PART C3: SCOPE OF WORK**

## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/06/2025 CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

#### C3: SCOPE OF WORK

##### C3.1: STANDARD SPECIFICATIONS

##### C3.2: PROJECT SPECIFICATIONS

##### 3.2.1 STANDARDISED SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA	1986	:	GENERAL
AB	1986	:	ENGINEER'S OFFICE
C	1980	:	SITE CLEARANCE (As amended 1982)
DA	1988	:	EARTHWORKS (Small Works)
DB	1989	:	EARTHWORKS (Pipe trenches)
DK	1984	:	GABIONS AND PITCHING
DM	1981	:	EARTHWORKS (Roads and Subgrade)
GA	1982	:	CONCRETE (Small Works)
HA	1990	:	STRUCTURAL STEELWORKS
HC	1988	:	CORROSION PROTECTION FOR STRUCTURAL STEELWORKS
LD	1982	:	SEWERS
LE	1982	:	STORMWATER DRAINAGE
M	1996	:	ROADS (General)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works; and  
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

## C3.2 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

<b>ITEM</b>	<b>DESCRIPTION</b>
	STATUS
	PROJECT SPECIFICATION PORTION 1: GENERAL
PS-1	Project Description
PS-2	Extent of the Works
PS-3	Description of the Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-7	Site Facilities Available
PS-8	Site Facilities Required
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings & Reporting
PS-14	Preferential Procurement
	PROJECT SPECIFICATION PORTION 2
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLD	Sewers
PSLE	Stormwater Drainage
	PARTICULAR SPECIFICATIONS
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PD	Disinfection of Pipelines
PE	The Client's Pre-Construction and Health Plan
PF	Valves
PES	Environmental Specification

### STATUS

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

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

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

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

**project specification: portion 1****Sabs 1200 PS: GENERAL****PS-1 PROJECT DESCRIPTION****PS-1.1 Employer's Objective**

The employer's objectives are to deliver public infrastructure using labour intensive methods.

The Contractor shall be required to attend community meetings from time to time

**PS-1.2 Overview of the Works**

The major items of construction are as follows:

The broad scope of works for the proposed 3km long by 6m wide road entails the Design and Project Management for the proposed infrastructure is broken down as follows:

- Clearing and grubbing (21 000,0 m<sup>2</sup>)
- Earthworks, Excavation and Formation (4 200,0 m<sup>3</sup>)
- Hard Rock Excavation (280,0 m<sup>3</sup>)
- Rip & Re Compact 150mm In-situ Material (3 150,0 m<sup>3</sup>)
- Source and place G5 Material compacted layer thickness of 150mm (3 600,0 m<sup>3</sup>)
- Concrete V-Drains - 1200mm Wide (200,0m)
- Concrete pipe culverts:600mm dia. Class 100D Interlocking joint type (50,0 m)
- Stormwater Manholes (x 6)
- Headwalls (x 6)
- Concrete Slab with mesh ref 193 (42,0 m<sup>3</sup>)
- Road Signs (x10)
- Finishing the road and road reserve (3,0 km long x 6m wide)
- Testing (x 6)

**PS-2 EXTENT OF THE WORKS**

The Contractor shall carry out all work required for THE CONSTRUCTION OF MASIMINI ACCESS ROAD IN WARD 05

Under this contract, the successful Contractor will be required to construct above mentioned infrastructure, and the following activities are to be done:

- Site Establishment
- Clearing and grubbing (21 000,0 m<sup>2</sup>)
- Earthworks, Excavation and Formation (4 200,0 m<sup>3</sup>)
- Hard Rock Excavation (280,0 m<sup>3</sup>)
- Rip & Re Compact 150mm In-situ Material (3 150,0 m<sup>3</sup>)
- Source and place G5 Material compacted layer thickness of 150mm (3 600,0 m<sup>3</sup>)
- Concrete V-Drains - 1200mm Wide (200,0m)
- Concrete pipe culverts:600mm dia. Class 100D Interlocking joint type (50,0 m)
- Stormwater Manholes (x 6)
- Headwalls (x 6)
- Concrete Slab with mesh ref 193 (42,0 m<sup>3</sup>)
- Road Signs (x10)

- 
- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Finishing the road and road reserve (3,0 km long x 6m wide)</li> <li>• Testing (x 6)</li> </ul> | <p>(3,0 km long x 6m wide)</p> <p>(x 6)</p> |
|--|---|

### PS-3 DESCRIPTION OF THE SITE AND ACCESS

#### PS-3.1 Access

**Site Location:** The project falls under the UGU District Municipality Area and is administered by the Umuziwabantu Municipality. Works will take place in the Harding Area start of project 30°44'23.55"S and 30° 0'1.52"E, end of project 30°45'13.73"S and 30° 0'11.95"E

Access to the site can be gained from N2. The 3km Masimini Access road is located within Mahlubini area, approximately 21km southeast from Harding Central Business District (CBD). The project location is rural area.

#### PS-3.2 Limitations

There are no limitations

### PS-4 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS

The ground is relatively steep and the soil founding conditions are stable

## **PS-5 ENGINEERING AND DESIGN**

### **PS-5.1 Design Services and Activity Matrix**

The following matrix of responsibilities for design of permanent and temporary works will apply:

<b>Activity Work designed by, per design stage</b>	<b>Responsible Party</b>
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design approved for construction stage	Employer
Temporary works	Contractor
Permanent Works	Contractor
Preparation of as built drawings	Contractor

### **PS-5.2 Employer's Design**

The Employer's design will be for all permanent works and will be detailed in drawings, site instructions the technical specifications to be issued with the tender documents and issued during construction.

### **PS-5.3 Design Brief**

The contractor will be responsible for design of the following (which are all subject to approval by the Engineer):

Site layouts for the contractor's camp and office accommodation  
 Site layouts for the Engineer Representative's temporary office accommodation  
 Construction Methodology  
 Formwork  
 Scaffolding and all staging work  
 All other temporary works  
 Concrete Mix designs

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

### **PS-5.4 Drawings**

The following drawings will be required to be prepared by the contractor as a minimum:

Site layouts for the contractor's camp and office accommodation  
 Site layouts for the Engineer Representative's temporary office accommodation  
 Scaffolding and all staging work

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The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The tender drawings are applicable to the contractor are detailed in Part C5 of these documents. These drawings have been used for setting up the Bills of Quantities.

### **PS-5.5 Design Procedures**

The contractor will be required to furnish the following designs for approval by the Engineer at the indicated times:

Site layouts of the Contractor's camp and office accommodation – within 14 days from commencement date of the contract and in any case prior to the erection of the contractor's camp and offices

Layouts for the Engineer's representative office – within 14 days from commencement date of the contract and in any case prior to the erection of the Engineer's Representative's temporary office premises.

Formwork design – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Scaffolding and all staging work – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Concrete Mix Designs for the all classes of concrete as measured in the Schedule of Quantities prior to the placement of any concrete work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

### **PS-5.6 Interface with other Contractors**

The contractor may be required to provide access to other contractors undertaking work as per the parallel contracts. The costs of this interface will be deemed to have been allowed for in the appropriate items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

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## **PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **PS-6.1 General**

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

### **PS-6.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)**

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

### **PS-6.3 Management and disposal of water (Read with SANS 1921-1: 2004 clause 4.6)**

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

### **PS-6.4 Disposal of spoil or surplus material (Read with SANS 192-1: 2004 clause 4.10)**

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

### **PS-6.5 Testing (Read with SANS 1921 – 1 : 2004 clause 4.11)**

#### **PS-6.5.1 Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor

must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

#### **PS-6.5.2 Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

#### **PS-6.6 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)**

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

#### **PS-6.7 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)**

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

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

#### **PS-6.8 Management of the environment (Read with SANS 1921 - 1 : 2004 clause 4.19)**

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

**(b) Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

**PS-6.9 Overhaul**

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

**PS-6.10 Excavations**

Due to the depths of sewer lines and their location nets to a water course, the Contractor is to allow in their tendered rates for excavation, for shoring and protection of trenches. No additional payment will be made for protection of excavations for whatever reason.

**PS-6.10 Security**

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

**PS-7 CONSTRUCTION PROGRAMME****PS-7.1 Preliminary programme**

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

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

In determining his construction programme, the contractor should allow for disruptions/stoppages/requirements and intermittent "hold" of work while awaiting Engineer's inspections at the following critical stages:

<b>Stage</b>	<b>Delay</b>
Following setting out of pipelines	1 day
Following preparation of bedding and before pipelaying.	1 day

Following pipelaying before backfilling	1 day

No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

In addition, the contractor is required to establish the Engineer's facilities within 14 days of commencement. Should the contractor fail to provide approved establishment within the stipulated 14 days, the contractor will pay a penalty calculated as follows:

Mileage of the Engineer's Representative from other offices from the nearest business centre to site and back to office at R3.00/km.

Rented Office space equivalent to that stipulated in this contract at offices in Port Shepstone or other place closer to the site.

The Employer intends to award this contract for commencement of construction in June 2025

#### **PS-7.2 Programme in terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2010.

The Employer intends to award construction contracts by June 2025.

#### **PS-8 SITE FACILITIES AVAILABLE**

##### **PS-8.1 Contractor's camp site and depot (Read with SANS 1921 - 1 : 2004 clause 4.14)**

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Engineer, in liaison with the community.

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

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

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## **PS-8.2 Accommodation of Employees**

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

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

No informal housing or squatting will be allowed.

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

## **PS 8.3 Source of Water Supply**

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Engineer.

## **PS 8.4 Source of Power Supply**

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his tender will be held to include for all such costs and charges.

## **PS-9 SITE FACILITIES REQUIRED**

### **PS-9.1 Facilities Required for the Engineer**

#### **PS 9.1.1 Temporary/Permanent Offices**

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and two assistants.

The Engineer's offices are to be equipped with the following as a minimum:

- Three desks each with lockable drawers
- Three high back swivel chairs
- Three visitors chairs
- A facility to store/hang drawings
- An electric refrigerator of at least 200 litres capacity

The Contractor should also make arrangements for covered facilities to enable the accommodation of approximately 12– 16 people during progress site meetings, to be held fortnightly or monthly.

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The facilities are to be provided, to the satisfaction of the Engineer, within 14 days of commencement date. The Engineer may withhold certification of the first progress payment until these facilities are provided.

#### **PS 9.1.2 Laboratory Facilities**

The Contractor will not be required to provide a testing laboratory on site for use by the Engineer.

#### **PS 9.1.3 Sanitary Facilities**

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

#### **PS 9.1.4 Telephone Facilities**

The Contractor will not be required to provide a telephone for use by the Engineer. The contractor will however be required cover cellphone costs for the engineer's site staff for airtime valued at R150/week. Appropriate items have been provided in the Schedule of Quantities to cover these costs.

#### **PS 9.1.5 Housing Facilities**

The Contractor will not be required to provide housing facilities for the Engineer's staff. However, a provisional sum has been provided in the schedule of quantities for payment through the contract for accommodation for the Engineer's staff.

#### **PS 9.1.6 Parking Facilities**

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

#### **PS 9.1.7 Engineer's Transport**

The Contractor will not be required to provide transport for the Engineer's staff.

#### **PS 9.1.8 Security**

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other through the schedule items in the Schedule of Quantities.

#### **PS 9.1.9 Contract staff to assist the Engineer**

The following staff will be recruited by the contractor to assist the Engineer in carrying out his services:

Description of Staff	N° Required	Remarks
Environmental Monitoring	1	Provisional sum provided for appointment as directed by the Engineer. Personnel directed by and report to Engineer
Occupational Health & Safety Monitoring	1	
Technical Assistant	1	
ISD Consultant	N/A	
Community Liaison Officer	1	

The required personnel will be identified by the Engineer and report to the Engineer. Provisional Sums and the relevant mark-up Items are provided for in the Schedule of Quantities to cover these costs.

### **PS 9.1.10 Survey Equipment**

The contractor shall provide the following survey equipment, in good condition, for use by the Engineer throughout the duration of the contract:

**C3.1.** A dumpy level

**C3.2.** Measuring tape

**C3.3.** An assistant, when required, to assist the Engineer to operate survey equipment, when provided

## **PS 10. EXISTING SERVICES**

### **PS 10.1 Care, Damage and Protection**

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore, the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

### **PS 10.2 Blasting**

No blasting will be permitted unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining building structures, pipelines or services. In any event the Engineer will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Engineer will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom

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authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

### **PS 10.3 Environmental Aspects**

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

### **PS 10.4 Dealing with Water**

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

In drawing up his programme, the tenderer is to take into account the following:

Permissible period of downtime of the existing pipeline to allow the contractor to make the necessary interconnections: 09:00 up to 16:00, i.e. 7 hours, during the day.

The pipelines must be operational every day except for the period mentioned above.

The pipelines are currently in use.

The employer shall be responsible for the operation of all valves and its water supply system.

The Contractor shall not operate any valve unless the Contractor has received from the Engineer prior written permission to do so which permission shall be limited to a specific time and operation in each case unless expressly stated to the contrary in writing by the Engineer.

It shall be the responsibility of the Contractor to give prior written notice timeously (min 2 working days) to the Engineer in every case in which the Contractor may request valve operation or prevention of valve operation by the Employer.

The Employer cannot guarantee watertight closing of valves; it shall be the responsibility of the Contractor to do and provide everything necessary for the timeous, efficient and safe disposal of all water which may leak through closed isolating valves and thence into places from which, in the opinion of the Engineer, the leaking water has to be removed for good reason. (The Engineer shall certify extra payment in respect of the costs of such valve-leakage-water disposal measures as in his opinion could not reasonably have been avoided or reduced.)

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather

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conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water or leakage from non-closing valves and fire hydrants from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

The rates tendered shall allow for the requirements of this clause and all incidentals.

### **PS 10.5 Servitudes and Rights of Way**

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the tender drawings. New servitudes will only be registered after completion of the Works.

### **PS 10.6 Dealing with Damaged Services**

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Engineer and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

### **PS 10.7 Accommodation of Traffic**

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

The contractor shall also ensure that property owners have access to the properties at all items regardless of pipeline trenches being excavated across driveways.

### **PS 10.8 Spoil Material**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Engineer. All haul will be regarded as free-haul.

### **PS 10.9 Finishing and Tidying and Defects Liability Period**

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e. fully commissioned, including finishing and tidying.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Engineer. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

#### **PS 10.10 Employee Accommodation**

(See Subclause 3.2.1 of Section A of Part 2 and Subclause 1.2.1 of Section A of Part 3 of SABS 0120)

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of Ugu District Municipality, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

#### **PS 10.11 Employment of Local Labour**

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R18.97 per hour per labourer. The task for excavation by hand has been agreed at 2,4 m<sup>3</sup>/day (e.g. 0,76 m x 1,0 m x 3,15 m).

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

#### **PS 10.12 Frequency of Labour Wages Payments**

The contractor will be required to pay labour on a monthly basis.

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### **PS 10.13 Training and Capacity Building**

No training of personnel is required under this contract.

### **PS-11 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

#### **PS-11.1 General**

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

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

#### **PS-11.2 Basic Requirements**

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

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

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

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

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

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

#### **PS-11.3 Traffic Safety Officer**

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

#### **PS-11.4 Payment**

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

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

## **PS-12 OCCUPATIONAL HEALTH AND SAFETY** (*Read with SANS 1921 - 1: 2004 clause 4.14*)

### **PS-12.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatary and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

### **PS-12.2 Health and Safety Specifications and Plans to be submitted at tender stage**

#### **(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

#### **(b) Tenderer's Health and Safety Plan**

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

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
  - (ii) pro-active identification of potential hazards and unsafe working conditions;
  - (iii) provision of a safe working environment and equipment;
  - (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- 4 monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

- 5 details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- 6 details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

### **PS-12.3 Cost of compliance with the OHS Act Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

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

### **PS-13 ADVERSE WEATHER CONDITIONS**

In terms of Clause 5.12.2 of the General Conditions of Contract, extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- (a) if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- (b) if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-13, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic

conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

**Table PS-13: Expected N° of Working Days Lost Monthly Due to Normal Rainfall**

<b>MONTH</b>	<b>Expected number of working days lost as result of normal rainfall</b>
JANUARY	*5
FEBRUARY	5
MARCH	4
APRIL	1
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	5
<b>TOTAL</b>	<b>33 days</b>

*(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Mandeni. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 14 December 2012 and ending on 04 January 2013.)*

#### **PS-14 SITE MEETINGS AND REPORTING**

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However, the frequency can be reviewed, depending on the progress of the contract.

#### **PS-15 PREFERENTIAL PROCUREMENT**

For the purpose of this contract the Contractor shall comply with the preferential procurement statement provided in F.3.11 and T2.2 of the Tender Data.

#### **PROJECT SPECIFICATION: PORTION 2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

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## **INTRODUCTION**

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

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

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**Project Specification : Portion 2****Sabs 1200 PSA : GENERAL****PSA-3 MATERIALS****PSA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

**PSA-3.3 Applicable Standards for Cement (*Additional Subclause*)**

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

**PSA-4. PLANT****PSA-4.2 Contractor's Office, Stores and Services**

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

**PSA-5 CONSTRUCTION****PSA 5.1 Survey****PS A 5.1.1 Setting Out Of The Works**

Substitute the first sentence in A 5.1.1 with the following:

“Setting out of the works is the sole responsibility of the Contractor and shall be done from survey beacons identified by the Engineer. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractor's responsibility to preserve all setting out pegs based on this information as given for the duration of the contract.”

**PS A 5.4 Protection Of Overhead And Underground Services**

Add the following paragraph:

"The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section."

**PSA-5.8 Ground and access to works**

Add the following:

"On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSA-5.9 Accommodation of Traffic (additional subclause)**

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-10.

**PSA-8. MEASUREMENT AND PAYMENT****PSA-8.3 Scheduled fixed-charge and value-related items****PSA-8.3.2 Establishment of Facilities on the Site****PSA-8.3.2.1 Facilities for the Engineer**

Add the following additional subitems:

(d)	Carports ( <i>state number</i> )	Unit : Sum
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The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2. if applicable).

**PSA-8.3.2.2 Facilities for Contractor**

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

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## **PSA-8.4 Scheduled time-related items**

### **PSA-8.4.2 Operation and maintenance of Facilities on Site**

#### **PSA-8.4.2.1 Facilities for Engineer**

Add the following additional subitems:

- |     |                    |            |            |
|-----|--------------------|------------|------------|
| (e) | Carports           | Unit : Sum |            |
| (f) | Survey instruments |            | Unit : Sum |

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

#### **PSA-8.4.2.2 Facilities for Contractor**

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

## **Project Specification: Portion 2 Sabs 1200 PSD : EARTHWORKS**

### **PSD-1 EARTHWORKS**

*The Contractor is referred to SANS 1921 - 5: Earthworks activities which are to be performed by hand*

### **PSD-3 MATERIALS**

#### **PSD-3.1 Classification for excavation purposes**

##### **PSD-3.1.2 Classes of excavation**

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

##### **“PSD-3.1.2(a) Soft excavation**

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as “Soft Excavation Class A”, which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

Granular material: - dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

Cohesive materials - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

## **PSD-5CONSTRUCTION**

### **PSD-5.1 Precautions**

#### PSD-5.1.1 Safety

##### PSD-5.1.1.2 Safeguarding of excavations

**(a) Add the following subparagraph:**

“(g) The Contractor or his agent or his representative shall **not** require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

##### PSD-5.2.2.1 Excavations for general earthworks and for structures

**(i) Add the following additional subparagraph:**

“(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

**Project Specification: Portion 2**  
**Sabs 1200 PSD: EARTHWORKS (Pipe trenches)**

**PSDB-5 CONSTRUCTION**

**PSDB- 5.1 Precautions**

PSDB-5.1.5 Trench Excavations (*additional subclause*)

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

**Project Specification : Portion 2**  
**sabs 1200 GA : CONCRETE (SMALL WORKS)**  
**PS GA-3 MATERIALS**

**PS GA-3.2 Cement**

PS GA-3.2.1 Applicable specifications

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

PS GA-5.4.1.4 Prescribed mix concrete

Add the following :

“The structural concrete in this contract shall comply with the following specification.

The minimum 28 day strength shall be as specified in drawings

The maximum water/cement ration shall be 0.42

The minimum cement content shall be 400 kg/m<sup>3</sup>

The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

## **PS GA-8: MEASUREMENT AND PAYMENT**

### **PS GA-8.1 Measurement and rates**

#### **PS GA-8.1.2 Reinforcement**

Replace subclause 8.1.2.2 with the following:

PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

Replace subclause 8.1.2.3 with the following:

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

### **Project specification: portion 2**

#### **Sabs 1200 Lb: bedding (pipes)**

#### **PS LB 3.3 BEDDING**

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

### **PS LB 5 CONSTRUCTION**

#### **PS LB 5.1 General**

##### **PS LB 5.1.4 Compacting**

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

### **PS LB 8 MEASUREMENT AND PAYMENT**

#### **PS LB 8.2 Scheduled Items**

##### **PS LB 8.2.2.4 From stockpile (provisional)**

a) Selected granular material Unit : m3

b) Selected fill material Unit : m3

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within the free-haul distance.

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**Project Specification: Portion 2**  
**SABS 1200 LD : SEWERS**

**PSLD 2.3 DEFINITIONS**

Add to the Sub-Clause:

**Normal Blasting**

The method which an experienced blaster employs when carrying out general blasting of hard rock material in trenches.

**Close Proximity Blasting**

The method which an experienced blaster employs when carrying out blasting of hard rock close to adjacent service or structures requiring additional but smaller charges in order to break up the hard rock without damaging the adjacent services or structures.

**PSLD 3 MATERIALS**

**PSLD 3.1.1 Vitrified Clay Pipes**

Delete Sub-Clause 3.1.1.2 and substitute:

Vitrified clay sewer pipes shall be plain ended "Vitro" (or equal) pipes having a crushing strength of at least 45Kn/m. The joints of pipes of 100mm and 150mm diameter shall comprise natural rubber rings within polypropylene couplings.

**PSLD 3.1.3 FC Pipes**

The FC pipes and fittings comply with the applicable requirements for Series 4 pipes as set out in SABS 819.

The FC pipes and couplings shall be bitumen dipped.

**PSLD 3.4 Bedding**

Bedding of sewers shall be for flexible pipes (SABS 1200 LB) or concrete encased.

**PSLD 3.5.2 Precast Concrete Manhole Sections**

Add the following end of the Sub-Clause:

Joints between all wall sections and under roof slab shall be primed and sealed with a plasticized butyl rubber compound ("Bltujoint Putty" by ABE or similar approved) complete with one layer of 200mm wide compatible PVC tape and primer (similar or equal to the "Corro Clad" system supplied by Denso South Africa (Pty) Ltd) to be supplied and applied circumferentially to the outside of each wall section joint.

**PSLD 3.5.6 Mortar**

Delete the sub-clause and substitute the following:

Mortar for brickwork and, where so ordered by the Engineer, for external plasterwork to manholes shall be composed of one part of cement to three parts of clean pit sand. Mortar for the internal plasterwork to manholes where ordered and to the benching within manholes shall be composed of one part of cement to three parts of sand.

### **PSLD 3.5.8 Manhole Covers and Frames**

Add to the first paragraph of the Sub-Clause:

After installation all exposed portions of the CI cover and frame shall be thorough cleaned and painted with two coats of approved epoxy tar, particular attention being paid to the painting of the underside of the covers and frames.

Precast concrete manhole cover slabs, adaptor slabs and lids shall comply with the applicable requirements of SABS 1294 and to the details shown on the drawings. The precast concrete cover slab shall be so designed as to withstand a point load in the centre, as specified in Clause 8.7 of SABS 1294, of 50 kN for light duty covers and 100kN for heavy duty covers. The lifting lugs shall be made of 6mm dia grade 316 stainless steel rod. The openings and undersides of all covers and slabs be coated with two coats of "Proofex 3".

## **PSLD 4 PLANT**

### **PSLD 4.1 Pipe Handling and Rigging Equipments**

Add to the Sub-Clause

The Contractor will be responsible for clearing the areas required for pipe storage which shall include the removal of rock, stones and all combustible material. He shall also be responsible for maintaining the area in a clean and tidy condition for the duration of the Contract.

Upon delivery of the pipes, fittings, specials and valves, these will be inspected jointly by the Engineer's Representative and the Contractor. Any pipes, etc found to be damaged shall be returned to the factory for repair or replacement; in which case the costs of additional transport, repair or replacement shall be borne by the Contractor.

The Contractor will be held fully responsible for the care and safety of all pipes and fittings, etc on site and shall bear the cost of all renewals which may be necessary to make good losses, damages or breakages. Furthermore, he shall fully responsible for handling and re-loading material at the storage areas and for transporting and offloading of all such materials to their correct places along the pipeline route.

## **PSLD 5 CONSTRUCTION**

### **PSLD 5.4 Connections to Manholes**

Add the following paragraph to the sub-clause:

The rates tendered for the construction of manholes are to include for whatever additional costs there may be over and above the tendered rates for the supply, lay,

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joint, bed and test pipelines, for the supply and fixing the short lengths of pipes entering and leaving manholes.

#### **PSLD 5.6.1 General**

The underside of all manhole roofs and edges of the access opening therein and precast concrete covers and lids shall be painted with two coats of "Proofex 3" as supplied by Fosroc (Pty) Ltd, P.O. Box 477, New Germany, 3620, or similar approved rubberized bitumen coating so as to protect the concrete from the effects of sewage gases.

The tendered rates for manholes shall include for this work.

#### **PSLD 5.6.5 Precast Concrete Manholes**

In the first sentence, delete "Delete LD-5" and substitute with "with drawings"

#### **PSLD 5.7 Concrete Casing to Pipes**

Add to the sub-clause:

Concrete casing is to be of 20/19 grade concrete with a minimum thickness of 100 mm below, above top and on each side of the pipe as and where ordered by the Engineer.

#### **PSLD 5.9.3 Recording Location**

Delete the last sentence and substitute

The records shall be handed to the Engineer, in a form acceptable to the Engineer, at the time when the Contractor claims payment for the relevant work.

### **PSLD 6 TOLERANCES**

#### **PSLD 6.2 Overall Centre-line Control and Manhole Locations**

In second line delete "+-300mm" and substitute "+-150mm"

#### **PSLD 6.3 Manhole Invert-levels**

In second line read "+- 25mm" for "+-50mm"

### **PSLD 7 TESTING**

#### **PSLD 7.1.4 Sub Clause**

Delete the Sub-Clause and substitute the following:

The sewer, and the house connections along its length, shall be tested simultaneously between manholes or chambers, as applicable. The house connections and the section of the sewer under test shall be suitably "plugged" at the open ends using plugs or stoppers which have been braced adequately.

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### **PSLD 7.2.2 Water Test**

The Water Test will not be acceptable under this Contract.

### **PSLD 7.2.6 Watertightness Testing of Manholes**

Wherever ordered in writing by the Engineer that a manhole is to be tested, it is to be tested in his presence or in the presence of his authorized representative, in the following manner.

All sewer inlets and outlets to and from the manhole shall be closed with expanding plugs or other apparatus. Water is then to be introduced into the manhole up to a level 25mm below the underside of the roof slab. The water level is to be maintained for not less than one hour or such longer periods as may be necessary to accurately record the rate of leakage, if any. Careful and accurate records shall be kept at frequent and regular intervals of the variation in the level of the water in the manhole and of the quantity of the water added so that the rate of leakage may be properly determined. In the event of the rate of leakage, if any, exceeding 1.25l/h/m of depth of manhole, or in the event of any weakness, defect or fracture or visible signs of leakage occurring in the manhole under test, the Engineer shall have the right to order the test to be discontinued and the Contractor shall thereupon, at his own expense, search for and rectify any weakness or defect in the manhole under test, such work or rectification to consist of repair or replacement or both. The manhole shall thereafter be refilled with water and retested in the manner specified. This process shall be repeated until a satisfactory test is obtained.

The Contractor will be paid once only for the hydraulic testing of any given manhole at the rate per manhole to be quoted by him in the Schedule of Quantities. The Contractor's prices for the hydraulic testing of manholes shall include for all arrangements for the supply of water for testing the cost of water used in testing where the water is not obtained free of cost from the Employer for all work of rectification for retesting and for all labour required to carry out the specified tests.

## **PSLD 8 MEASUREMENT AND PAYMENT**

### **PSLD 8.2.5 Inspection Chambers**

Delete the first and second lines and substitute the following:

Separate items will be scheduled for manholes, backdrops and inspection chambers, etc of each type and of each depth (measured from top of cover to invert) in increments of 1.0m for the first one metre thereafter in increments of 0.5m. The rate shall cover the cost of dealing with any excavation (in all materials, including backfilling and the disposal of surplus materials).

### **PSLD 8.2.6 Erf Connections**

Add at end of Sub-Clause:

“or servitude boundary”

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### **PSLD 8.2.11 Connection to Existing Sewers**

The tendered sum is to include for breaking into the existing sewer manholes, dealing with the flow, caulking in the new pipe and for breaking out and reforming benching as required, making the manholes watertight.

### **PSLD 8.2.13 Intermediate and Hard Rock Excavation (New Sub-Clause)**

Insert new Sub-Clause as follows:

#### 8.2.13 Extra over item 'Manholes' above for

- (a) Intermediate excavation  
..... Unit : m<sup>3</sup>
- (b) Hard rock excavation by **normal blasting** or other methods  
as selected by the contractor (see PSLD 2.3)  
..... Unit : m<sup>3</sup>
- (c) Hard rock excavation by **close proximity blasting** (see  
PSLD 2.3)..... Unit : m<sup>3</sup>
- (d) Boulder excavation Class A  
..... Unit : m<sup>3</sup>

Separate items will not be provided for depth increments. Volumes will be computed from the plan area of either the intermediate or hard rock material, excluding the plan area of the specified pipe trench, which is within the area occupied by the manhole plus a side allowance of 600mm and the depth from the top of either the intermediate or hard rock material to the bottom of the same material or to the underside of the Manhole base slab, whichever is the lesser.

**The rates shall cover the additional cost of the excavation and handling of the more difficult material and the disposal of material**

### **Project Specification : Portion 2**

#### **Sabs 1200 Le : Stormwater Drainage**

#### **PS LE 3 MATERIALS**

#### **PS LE 3.1.1 Material for Subsoil Drainage**

##### PS LE 3.1.1.1 Pipes

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter  $\pm$  1,5 mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm  $\pm$  1,5 mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

PS LE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

PS LE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

PS LE 3.1.1.4 Sand

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm  
D85 : 1,2 mm to 4,7 mm

**PS LE 5 CONSTRUCTION**

**PS LE 5.1 Trench Bottom**

PS LE 5.1.3 Unsuitable Founding Conditions

Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

**PS LE8.2 BEDDING AND LAYING**

PS LE 8.2.14 Supply And Install Subsurface Drains According To Drawings Unit  
: m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

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**PARTICULAR SPECIFICATION: PA**

**BRICKWORK AND PLASTER**

**PA1 SCOPE**

**PA1.1** This specification covers the general requirements for buildings and other masonry structures, including plastering.

**PA2 INTERPRETATION**

**PA2.1 Other relevant Standards/Specification**

This specification should be read together with SABS 1200 AA.

**PA2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the tender closing date.

**PA2.3 Definitions and Symbols**

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in this specifications as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols : page 23.)

**PA3 MATERIALS**

**PA3.1 Cement**

Cement shall conform to the requirements of SABS 471.

**PS3.2 Lime**

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

**PA3.3 Sand**

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

**PA3.4 Clay Bricks**

Clay bricks must conform to SABS 227. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The contractor will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 227. The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefore.

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Best quality engineering bricks shall be used for all foundation and concealed situations.

### **PA3.5 Damp-Proofing**

Material used as a dampproof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

### **PA3.6 Fibre Cement Sheets**

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

### **PA3.7 Storage**

#### **PS3.7.1 Cement and Lime**

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

## **PA4 CONSTRUCTION**

### **PA4.1 Brickwork**

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catchpits, but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints to be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.

### **PA4.2 Mortar**

The mix proportions for the mortar are given below:

Portland cement	50 kg
Lime	0-40 l
Sand*	200 l max.

\* measured loose and damp

### **PA4.3 Plastering**

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

### **PA4.4 Dampproof Courses**

The areas to be covered by dampproof courses are indicated on the drawings. Dampproof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the dampproof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

### **PA4.5 Window Sills**

Windowsills shall be formed as shown on the drawings and as hereafter described:

Dampproof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal.

All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

### **PA4.6 Lintels with Brickwork Reinforcement**

Lintels over doors, windows and openings, where ordered by the Engineer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a minimum of 450 mm beyond any opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

### **PA4.7 Wall Vents**

Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvred air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of paris type where scheduled.

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## **PA4.8 Building in Frames, etc**

Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.

Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.

## **PA4.9 Floor Finishes**

### **PA4.9.1 Granolithic Floor Screed**

Granolithic shall consist of one part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping, flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1,20 m to 1,80 m, the joints extending for the full depth of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.

### **PA4.10 Chasing Walls**

Where indicated by the electrical contractor, the construction contractor shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.

Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.

### **PA4.11 Weather**

In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.

## **PARTICULAR SPECIFICATION : PB**

### **CARPENTRY, JOINERY AND IRONMONGERY WORK**

#### **PB1 SCOPE**

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**PB1.1** This specification covers the general requirements for carpentry, joinery and ironmongery work for civil engineering projects and the methods by which the finished work is to be measured for the purpose of payment.

## **PB2 INTERPRETATION**

### **PB2.1 Other Standards/Specification**

This specification is to be read with SABS 1200 AA .

### **PB2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition, at the closing date of tenders for this contract.

## **PB3 MATERIALS**

### **PB3.1 Timber**

Roof timber forming a permanent part of the work shall conform to the requirements of the relevant standard specifications SABS 563, SABS 653, SABS 876, SABS 1089 or SABS 1245.

All timber other than that used for temporary works or shuttering shall be treated as specified in SABS 1288 and SABS 05, and allowed to dry thoroughly before being used.

### **PB3.2 Fibre Cement Sheets**

Fibre cement flat and corrugated sheets shall comply with the requirements of SABS 685. The flat sheets shall be minimum 15 mm thick.

### **PB3.3 Hardware**

Locks, hinges and other hardware shall be provided to doors; all ironmongery and fixings shall be chromium plated on brass except where otherwise specified.

#### **PB3.3.1 Hinges**

Hardwood doors in hardwood frames are to be provided with brass butt hinges as scheduled with three hinges per leaf.

#### **PB3.3.2 Door Locks and Furniture**

External door to be fitted with a night latch (to be supplied by the Employer) and a Henderson No 463 bow handle, secured with brass bolts passing through the door with nuts on the inside.

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### **PB3.3.3 Cabin Hooks**

One 200 mm brass cabin hook complete with eyes to be fitted to each door including for hardwood block plugged to walls or post as scheduled.

## **PB4 MEASUREMENT AND PAYMENT**

**PB4.1** The work will be measured and paid for in accordance with the units and rates scheduled.

**PB4.2** The tendered rates for doors are to include for the manufacture, fitting hanging and protective painting thereof.

**PB4.3** The tendered rates for ironmongery shall include for the supplying and fitting complete with non-corrosive screws and/or bolts.

## **PARTICULAR SPECIFICATION : PC**

### **PAINTING**

#### **PC1 SCOPE**

**PC1.1** This specification covers the general requirements for painting, including methods of preparation of materials to be painted, cleaning, priming, undercoating and finishing, and also methods by which the finished work will be measured and paid for.

#### **PC2 INTERPRETATION**

##### **PC2.1 Supporting Specification**

This specification must be read together with SABS 1200 AA

##### **PC2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition at the tender closing date.

#### **PC3 MATERIALS**

##### **PC3.1 Emulsion Paints for Exterior Use**

Emulsion paints for exterior use shall comply with SABS 634.

##### **PC3.2 Calcium Plumbate Primer**

Calcium plumbate primer shall comply with SABS 912.

##### **PC3.3 Undercoats for Paints**

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Undercoats for air-drying protective and decorative paints shall comply with SABS 681.

#### **PC3.4 Structural Steel Paints**

Structural steel paints shall comply with SABS 684.

#### **PC3.5 Colours of Paints**

Specification for colours of paints shall comply with CKS 279.

### **PARTICULAR SPECIFICATION : PD**

#### **DISINFECTION OF PIPELINES**

##### **PD 1 INTRODUCTION**

The price for testing and disinfecting pipelines and fittings is included in the scheduled items for supply and installation.

On completion of construction, after pressure testing and prior to commissioning the pipeline is to be disinfected by the contractor in accordance with this specification.

##### **PD 1.1 Scope of the Code of Practice**

This Code of Practice relates to the disinfection of parts used for the disinfection of complete installations.

It includes the requirements for bacteriological sampling and dosage of disinfectants, dose rates of disinfectants, disposal of chlorinated water and quality standards for bacteriological samples.

##### **PD 1.2 Definitions**

Within this document the term HYPOCHLORITE SOLUTION means a commercial solution of sodium hypochlorite containing 10% to 15% of available chlorine. Also, 10% HYPOCHLORITE SOLUTION means hypochlorite solution diluted one part in ten which thus has approximately 1% of available chlorine.

Within this document AVAILABLE CHLORINE and all chlorine concentrations means FREE CHLORINE available to the water environment for its disinfection.

'Water Supply Personnel' means any employee or contract or casual labour whose work includes, even temporarily, the performance of work concerned with partially or fully treated water and sources of underground water and who must possess a current certificate of medical suitability signed on behalf of the Authority.

##### **PD 1.3 Hygiene**

Only 'Water Supply Personnel' may undertake the procedures laid out in this Code of Practice.

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## **PD 1.4 Safety**

This Code of Practice does not cover the safety aspects of the construction or maintenance of installations or apparatus or of disinfection procedures.

Remember always that chlorinating agents are strongly corrosive so protect EYES AND HANDS especially.

## **PD 2 GENERAL REQUIREMENTS FOR DISINFECTION OF POTABLE WATER APPARATUS**

### **PD 2.1 Components and Equipment**

Clean all pipework components, equipment and tools used for repair and remove all grease or scale from components and equipment before use or assembly.

Where full chlorination and bacteriological testing is impractical, then disinfect all materials, components and equipment which could transmit contamination. Use a solution containing 1% of available chlorine (e.g. 10% chloros or other commercial hypochlorite solution or 2% solution of bleaching powder. Contact time must exceed 20 minutes. Rinse or flush the equipment with mains water to prevent excessive corrosion.

### **PD 2.2 Completed Installations**

***Ensure that all water used for disinfection purposes has a free chlorine residual of at least 20 mg/ℓ.*** Refer to section PD 4 and Tables 1 and 2 for volumes or dose rates.

During chlorination the pipeline shall be kept full of water.

Whenever possible keep the installation at normal operating pressure or greater during the contact period.

### **PD 2.3 Portable Test Equipment**

Portable test equipment which may be used in contact with potable water must be kept clean. Any equipment which is in uncertain condition or which is contaminated must be cleaned and disinfected before use.

## **PD 3 MAINS**

### **PD 3.1 New Mains**

#### **PD 3.1.1 Introduction**

Do not connect any new main into supply until the water from designated sampling points, having stood in the main for at least 20 hours, has met the criteria specified herein.

New mains are laid with the intention of ensuring as far as possible, the exclusion of debris and contamination, but presume at the disinfection stage that debris and contamination does exist and that this debris is resistant to disinfection, e.g. compacted soil or detritus in joints.

The disinfection procedures, which should follow pressure testing, include:

- (a) swabbing and flushing of the main
- (b) soaking of the main for a minimum period of **20 hours**, using a minimum concentration of **20 mg/ℓ** of available chlorine in mains water.
  - (i) removal of excess chlorine by flushing the main

### **PD 3.1.2 Pressure Testing**

Only use potable quality mains water for pressure testing new mains. Pressure testing normally follows the construction of each section of the pipeline but precedes final connection to supply. Do not rely on a single sluice valve to isolate the new main from the supply network, while the main is under pressure until disinfection and approval are complete.

### **PD 3.1.3 Swabbing and flushing**

Swab all new mains after pressure testing and prior to disinfection.

After insertion of a soft foam swab, which has been soaked in 10% hypochlorite solution, recharge the pipeline at a rate less than 50 mm per second (3 m per minute) to ensure that the swab is not moved.

Open the inlet valve fully and drive the swab along the pipeline, at a velocity less than 0,5 m per second (30 m per minute), by controlling the valve at the discharge end.

When the swab reaches the discharge end of the pipeline, flush the main for at least 5 minutes to remove all excess chlorine and discoloured or dirty water. Where possible open inlet and outlet valves as fully as possible.

If the swab removes excessive amounts of debris then re-swab the main.

### **PD 3.1.4 Chlorination**

Chlorinate all new mains to a minimum of 20 mg/ℓ available chlorine and leave to soak for a minimum of 20 hours, prior to flushing with mains water to a chlorine residual equal to that of the background level in the incoming mains water.

Tables in PD 4 show the required minimum dose rates and volumes.

To chlorinate sections of distribution main, less than about 50 m long not exceeding 150 mm in diameter, use a soft swab which has been soaked in 10% hypochlorite solution and proceed as follows:-

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-Pour 1 litre of hypochlorite solution for each 1 m<sup>3</sup> of pipeline, into the end of the pipe upstream of the final connection.

-Insert the swab into the end of the upstream pipe to retain the hypochlorite solution.

-Make the final connection.

-Drive the swab past the final connection and along the pipeline, but do not allow the swab to travel at a speed greater than 0,3 metres per second (20 m per minute).

-Remove the swab and flush the main for 25 minutes.

-Close up the main prior to soaking and sampling in accordance with section PB 3.1.6.

The volume of hypochlorite needed for 50 m of pipeline is:-

50 mm - 100 ml, 75 mm - 200 ml, 100 mm - 500 ml,  
150 mm - 900 ml, 200 mm - 1600 ml, 250 mm - 2500 ml.

Take all necessary care with the disposal of chlorinated water; follow the procedure laid out in PB 5.

### **PD 3.1.5 Sampling for Bacteriological Analysis**

Once all pressure testing, swabbing and chlorination is complete, fill the main with clean mains water free from excessive chlorine.

Flush all hydrants, washouts and other outlets until the water is clean and free from excessive chlorine. Shut the valves and leave the main to soak for a minimum period of 20 hours.

First check with the laboratory staff of the Ugu District Municipality to determine a suitable time for collection of samples and delivery of them to the laboratory for analysis.

Then pressurise the main and take samples for bacteriological analysis in accordance with the procedure given in section PB 3.1.6. Take these samples from sampling points agreed with the Resident Engineer.

Deliver all samples to the laboratory as soon as possible. Analysis must start within six hours but store the samples in a refrigerator if the delay between taking the sample and the start of analysis is likely to exceed four hours.

Then isolate and leave the main until the results of analysis are available. In the event that the samples fail, flush the main and re-sample after a further soak period of at least 20 hours.

Repeat the above process until disinfection criteria have been satisfied.

The costs of all necessary testing are to be borne by the Contractor.

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**PD 3.1.6 Sampling Points**

Sample points should consist of a ferrule connection, with a short length of polythene piping terminating in a ½" BSP gate valve or manual air valve. Protect this sampling outlet by suitable boxing. Attach a sampling standpipe to the gate valve, disinfect the apparatus with hypochlorite solution and then flame the bib tap outlet on the standpipe. Flush out all traces of hypochlorite, check that the residual chlorine level is not greater than the normal level in the incoming mains water.

At scour points and air valves, flush out all trace of hypochlorite, check that the residual chlorine level is not greater than the normal level in the incoming mains water, then take samples.

**PD 3.1.7 Temporary Cross Connections and Final Connections**

Where a temporary cross connection supplies mains water to the new main, before making the final connection complete the disinfection procedure of the new main as set out above.

When the new main has been proved bacteriologically satisfactory the cross connection may be removed and isolated after suitable disinfection.

**PD 4 DOSAGE OF CHLORINATING AGENTS****PD 4.1 Sodium Hypochlorite Solution**

Bulk supplies of sodium hypochlorite solution (Chloros for instance), are supplied at 10 to 15% available chlorine. This fraction declines progressively as the hypochlorite decays to chloride, chlorate and oxygen. Assume in practice that there is only 10% available chlorine.

Assuming 10% available chlorine, and using mains water having a zero chlorine demand, then the following values give estimates of the dilutions required.

-10% hypochlorite solution (1 part hypochlorite solution in 10 parts solution) contains 10,000 mg available chlorine per litre of 10 kg available chlorine per cubic metre.

-20 mg available chlorine per litre is equivalent to 200 ml of hypochlorite solution per cubic metre of water.

-0,5 mg available chlorine per litre is equivalent to 5 ml of hypochlorite solution per cubic metre of water.

**PD 4.2 Chlorine Gas**

Chlorine gas, dosed into water by weight, is likely to be about 98% available chlorine. Therefore a direct measurement gives a reasonable estimate.

-Disinfection of replacement parts with chlorine gas is not a practicable possibility.

-20 mg Chlorine gas (by weight) per litre for disinfection of complete installation is equivalent to 20 grams per cubic metre.

-0,5 mg Chlorine gas (by weight) per litre of water is equivalent to 0,5 grams per cubic metre.

#### PD 4.3 Bleaching powder, granules and tablets

Bleaching powders, granules or tablets based on Calcium hypochlorite contains 50% to 70% of available chlorine by weight. These materials must be stored under dry conditions. During storage some available chlorine is lost. Follow the manufacturers instructions particularly concerning the shelf life of the material and dose rate of the tablets.

For calculation purposes presume a maximum value of 50% available chlorine i.e. 1 gm of powder, granules etc in 1 litre of water provides 500 mg per litre available chlorine.

#### PD 4.4 Dose rates

Tables 1 and 2 provide estimates of the minimum dose rates of sodium hypochlorite solution, chlorine gas or bleaching powder, tablets or granules to achieve available chlorine levels of 20 mg per litre when dilute with mains water which has a zero chlorine demand.

**Table 1** - dosage for **1,000 m of pipeline** to give 20 mg available chlorine per litre

Pipe Diameter	Volume of 1000 m of pipeline	Weight of bleaching powder granules or tablets to give 20 mg/l	Weight of chlorine to give 20 mg/l	Volume of hypochlorite solution to give 20 mg/l
mm	m <sup>3</sup>	gm	gm	litres
50	1,9	80	40	0,4
75	4,4	180	90	0,8
100	7,9	320	160	1,5
150	17,7	700	350	3,5
200	31,4	1,260	630	6,2
250	49,1	2,000	980	9,7
300	70,7	2,800	1400	14,0
350	96,2	3,800	1900	19,0
400	125,6	5,000	2500	24,6
500	196,3	7,800	3900	38,4
600	282,6	11,200	5600	55,4

**Table 2 - dose rates** for 20 mg available chlorine per litre

Flow rate in pipeline*		Hypochlorite solution injection rate for 20 mg/ℓ		Chlorine injection rate for 20 mg/ℓ
litres/sec	m <sup>3</sup> /hr	litres/hr	mℓ/sec	gm/hour
1	3,6	0,7	0,2	72
2	7,2	1,4	0,4	144
3	10,8	2,2	0,6	216
4	14,4	2,9	0,8	288
5	18,0	3,6	1,0	360
6	21,6	4,3	1,2	430
7	25,2	5,0	1,4	500
8	28,8	5,8	1,6	576
9	32,4	6,5	1,8	650

\* For flows greater than 9 litres/sec the dose rates can be calculated by multiplying by an appropriate factor of 10 e.g.

186 litres/sec = 100 + n 80 + 6 litres/sec  
 hypochlorite solution = 70 + 58 + 4.3 = 132,3 litres/hr

## PD 5 DISPOSAL OF CHLORINATED WATER

### PD 5.1 Introduction

When the pipeline has passed all disinfection criteria it must be drained without causing hazard.

### PD 5.2 Methods of Disposal

#### PD 5.2.1 Overland

Explore the possibility of soaking away disinfection water on adjacent land in rural situation.

#### PD 5.2.2 Foul sewers

Where disinfection water is discharged into a combined or foul sewer, no de-chlorination is normally necessary but in the former case take care that the rate of discharge of disinfection or flushing water avoids operation of storm sewage overflows and/or the creation of a hazardous atmosphere within the sewer.

#### PD 5.2.3 Watercourses

In rural areas where disinfection water is discharged to watercourses, either directly or through surface water drains, do not permit a free chlorine concentration in the receiving stream in excess of 0,1 mg/l about 50 metres downstream of the point of discharge. If

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the discharge is into a ditch, which is not a spawning ground or a nursery or a fishing stream, take advantage of that ditch to mop up chlorine provided that in a significant stream the earlier mentioned limit is not exceeded. In these circumstances use flush water to dilute the chlorinated water whenever possible. Avoid discharge of disinfection water to the head of a watercourse because this area is probably a spawning ground.

#### **PD 5.2.4 Disposal of large volumes**

When disposing of large volumes of disinfection water from very long lengths of new main, or in any cases of doubt, consult through the Resident Engineer, the laboratory staff of the Employer.

#### **PD 5.3 De-chlorination**

There is no objection to the use of thiosulphate or sulphur dioxide as de-chlorination agents. In some cases, at least partial de-chlorination may be achieved by discharge over land. In all cases consult the Resident Engineer.

### **PD 6 QUALITY STANDARDS AND REPORTING PROCEDURES**

#### **PD 6.1 New Mains**

##### **PD 6.1.1 Bacteriological Standards**

**No coliform organisms** shall be detected in 100 ml's of the sample.

The increase in the yeast agar plate count when compared with that of the incoming water shall generally be less than 50 and never more than 150 colonies per ml when incubated at 37°C for 24 hours.

##### **PD 6.1.2 Procedure for Unsatisfactory Samples**

Whenever even one E.Coli, or 5 or more coliforms per 100 ml are detected, re-chlorinate the main or serve reservoir. When E.Coli are not detected but the total coliform count is less than 5 per 100 ml flush and re-sample the main.

##### **PD 6.1.3 Physical Standard**

If the sample is unusually coloured, turbid or frothy flush the main until acceptable. If this condition is severe, re-sample the main but do not put into service until the samples have passed the required standards.

#### **PD 6.2 Reporting Procedure**

Records of disinfection are to be handed to the Resident Engineer.

### **C3.3: PARTICULAR SPECIFICATION: PES-ENVIRONMENTAL SPECIFICATION PS EMP1 ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Specification and extracts from the Environmental Management Plan compiled by the Environmental Assessment Practitioner follows in this section. The contractor will be required to adhere to this Specification in all respects. Bill items have been included in the schedule of quantities for compliance with environmental requirements.

#### **C.3.3.1 HEALTH AND SAFETY SPECIFICATION**

The Contractor shall address the following issues in a report prepared by their safety officer.

##### **1. Introduction and Background**

- 1.1. Background to the Pre-construction Health and Safety Specification
- 1.2. Purpose of the Pre-construction Health and Safety Specification
- 1.3. Implement of the Pre-construction Health and Safety Specification

##### **2. Pre-construction health and Safety specification**

- 2.1. Scope
- 2.2. Interpretation
  - 2.2.1. Application
  - 2.2.2. Definitions
- 2.3. Minimum Administrative Requirements
  - 2.3.1. Notification of Intention to Commence Construction Work
  - 2.3.2. Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site
  - 2.3.3. Competency for Contractor's Responsible Persons
  - 2.3.4. Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 or 1993
  - 2.3.5. Occupational Health and Safety Policy
  - 2.3.6. Health and Safety Organogram
  - 2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment
  - 2.3.8. Health and Safety Representative(s)
  - 2.3.9. Health and Safety Committee(s)
  - 2.3.10. Health and Safety Training
    - 2.3.10.1. Induction
    - 2.3.10.2. Awareness
    - 2.3.10.3. Competency
  - 2.3.11. General Record Keeping
  - 2.3.12. Health & Safety Audits, Monitoring and Reporting
  - 2.3.13. Emergency Procedures
  - 2.3.14. First Aid Box and First Aid Equipment
  - 2.3.15. Accident/ Incident Recording and Investigation
  - 2.3.16. Hazards and Potential Situations
  - 2.3.17. Personal Protection Equipment and Clothing
  - 2.3.18. Occupational Health and Safety Signage
  - 2.3.19. Sub-contractors
  - 2.3.20. Incentives and Penalties

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## 2.4. Physical Requirements

- 2.4.1. Excavations, Shoring, Dewatering or Drainage
- 2.4.2. Edge Protection and Penetrations
- 2.4.3. Explosives and Blasting
- 2.4.4. Piling
- 2.4.5. Stacking of Material
- 2.4.6. Speed Restrictions and Protection
- 2.4.7. Hazardous Chemical Substances (HCS)

## 2.5. Plant and Machinery

- 2.5.1 Construction Plant
- 2.5.2 Vessels under Pressure (Gas bottles including Operations)
- 2.5.3 Fire Extinguishers and Fire Fighting Equipment
- 2.5.4 Hired Plant and Machinery
- 2.5.5 Scaffolding / Working on Heights
- 2.5.6 False work for Structures
- 2.5.7 Lifting Machine and Tackle
- 2.5.8 Ladders and Ladder Work
- 2.5.9 General Machinery
- 2.5.10 Portable Electrical Tools / Explosive Power Tools
- 2.5.11 High Voltage Electrical Equipment (Not maintained by cdc)
- 2.5.12 Public Health and Safety
- 2.5.13 Night Work
- 2.5.14 Transport of Workers
- 2.5.15 Traffic Accommodation

## 2.6. Occupational Health

- 2.6.1. Occupational Hygiene
- 2.6.2. Welfare Facilities
- 2.6.3. Alcohol and Other Drugs

## 3. Annexure A

Task Completion Form

## 4. Annexure B

Principal Contractor's Responsible Persons

## 5. Annexure C

Other Requirements

## 1. Introduction and Background

### 1.1 **Background to the Pre-construction Health and Safety Specification**

The Construction Regulations (February 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

### 1.2 **Purpose of the Pre-construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (February 2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. costs, programme environment, etc.

## 2. Pre-construction Health and Safety Specification

### 2.1. **Scope**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

### 2.2. **Interpretations**

#### 2.2.1. **Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

#### 2.2.2. **Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (February 2014) shall apply.

### 2.3 **Minimum Administrative Requirements**

#### 2.3.1. **Notification of Intention to Commence Construction Work**

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The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

**2.3.2. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See Annexure B.

**2.3.3. Competency for Contractor's Appointment Competent Persons**

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included.

**2.3.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

**2.3.5. Occupational Health and Safety Policy**

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / contractor.

**2.3.6. Health and Safety Organogram**

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

**2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment**

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;

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- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

### **2.3.8. Health and Safety Representative(s)**

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

### **2.3.9. Health and Safety Committees**

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors' Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

### **2.3.10. Health and Safety Training**

#### **2.3.10.1. Induction**

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

#### **2.3.10.2. Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

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### 2.3.10.3. Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to

supervise, control, carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

### 2.3.10.4. Rules of conduct

Principal contractors, their sub contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

#### **YOU MAY NOT:**

- \* Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- \* Indulge in practical jokes, horseplay, fighting or gambling.
- \* Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- \* Bring onto site or have in your possession a firearm, lethal weapon.
- \* Assault, intimidate or abuse any other person.
- \* Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- \* Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- \* Enter any area where you have no business unless authorised to do so by the person in charge.
- \* Negligently, carelessly or wilfully cause damage to property of others.
- \* Refuse to give evidence or deliberately make false statements during investigations.

### **2.3.11. General Record Keeping**

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor open its own health & safety file, maintains the file and makes it available on request.

### **2.3.11.1. Inspection of equipment and tools.**

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- \* First Aid dressing register.
- \* Fire equipment
- \* Lifting equipment
- \* Lifting gear
- \* Portable electrical equipment
  
- \* Stacking and storage inspections
- \* Explosive power tools
- \* Materials hoist (where applicable)
- \* Pressure Vessels
- \* Ladders
- \* Excavations
- \* Safety harnesses
- \* Scaffold-static and mobile.
- \* Pneumatic tools
- \* Construction vehicles and mobile plant.
- \* Health and Safety Representatives checklists

### **2.3.12. Health & Safety Audits, Monitoring and reporting**

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Provincial Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

### **2.3.13. Emergency Procedures**

The Provincial Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel;
2. Details of emergency services;
3. Actions or steps to be taken in the event of the specific types of emergencies;
4. Information on hazardous material/situations

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc.

The principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of

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all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

#### **2.3.14. First Aid Boxes and First Aid Equipment**

The Provincial Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

#### **2.3.15. Accident/Incident Reporting and Investigation**

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

#### **2.3.16. Hazards and Potential Situations**

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

#### **2.3.17. Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

#### **2.3.18. Occupational Health and Safety Signage**

The Contractor shall provide adequate on-site OHS signage. Including but not limited to 'no unauthorised entry, report to site office', 'site office, beware of overhead work, 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

### **2.3.19. Contractors and their Sub Contractors**

The Principal Contractor shall ensure that all Sub Contractors under its control comply with its Specification, the OHS Act 85/1993, Construction Regulations (February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

## **2.4. Physical Requirements**

### **2.4.1 Excavations, Shoring, De watering or Drainage**

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have being communicated to the workers;
- d) Excavated material shall be placed as far as from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring. If the were table is high the contractor must ensure that ropes is available to be used in case of a rescue.

### **2.4.2. Edge Protection and penetrations**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

### **2.4.3. Explosives and Blasting**

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

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#### **2.4.4. Piling**

The Contractor shall ensure that piling is undertaken by a competent Contractor. a SWP shall be submitted to the Client for approval before commencement of this work.

#### **2.4.5. Stacking of Materials**

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

#### **2.4.6. Speed Restrictions and Protection**

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

#### **2.4.7. Hazardous Chemical Substances (HCS)**

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

### **2.5. Plant and Machinery**

#### **2.5.1. Construction Plant**

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (February 2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

#### **Vehicles shall not enter site with:**

- \* Defective exhaust systems
- \* Serious oil or fuel leaks
- \* Unsafe bodywork or loads
- \* Non standard equipment fitted.

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- \* Improperly seated passengers
  - \* Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

### **2.5.2. Vessels under Pressure (VuP) and Gas Bottles**

The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:

1. Providing competency and awareness training to the operators;
2. Providing PPE or clothing;
3. Inspect equipment regularly and keep records of inspections;
4. Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

### **2.5.3. Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person, proof of survey must be kept in the Site Safety File.

### **2.5.4 Hired Plant and Machinery**

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Principal Contractor shall ensure that operations hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

### **2.5.5. Scaffolding / Working at Heights**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (February 2014) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

### **2.5.6. Formwork and Support work for Structures**

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (February 2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

### **2.5.7. Lifting Machines and Tackle**

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

#### **2.5.8. Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

#### **2.5.9. General Machinery**

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

#### **2.5.10. Portable Electrical Tools and Explosives Powered Tools**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are

- 
- kept;
2. Only authorised trained persons use the tools;
  3. The safe working procedures apply;
  4. Awareness training is carried out and compliance is enforced at all times; and
  5. PPE and clothing is provided and maintained.
  6. A register indicating the issue and return of all explosives round;
  7. Ensure that the cartridges and explosive tool is lock up separately
  8. Signs to be posted up in the areas where explosive powered tools are being used. **(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).**

#### **2.5.11. High Voltage Electrical Equipment**

No high voltage electrical equipment is present on, under or above the construction area.

#### **2.5.12. Public and Site Visitor Health & Safety**

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

#### **2.5.13. Transport of goods and workers**

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.

Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

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#### **2.5.14. Traffic Accommodation**

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the SADC Road Traffic Signs Manual 3 Edition to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

### **2.6. Occupational Health**

#### **2.6.1. Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

#### **2.6.2. Welfare Facilities**

The principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

#### **2.6.3. Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry.

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A full disciplinary procedure must be followed by the Principal Contractor or Subcontractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

## PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

### (i) Project:

<b>ANNEXURE A</b>
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The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

## ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

(b) *Project:*

### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & safety Matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> <li>• 1 The employer</li> <li>• 2 H&amp;S Representative</li> <li>• 3 Designated person</li> <li>• 4 Member of the H&amp;S Committee</li> </ul>
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Scaffolding Inspector	SABS 085	A Competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.

## C3.3 PARTICULAR SPECIFICATIONS

Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures. are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

**(i) OTHER REQUIREMENTS**

**Project:**

**ANNEXURE C**

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Client &amp; date</b>
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training(Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• 1 Incidents / accidents and investigations</li> <li>• 2 Non conformances by employees &amp; contractors</li> <li>• 3 Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• 1 Scaffolding</li> <li>• 2 Excavations</li> <li>• 3 Formwork &amp; support work</li> <li>• 4 Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• 1 Fire fighting equipment</li> <li>• 2 Portable electrical equipment</li> <li>• 3 Ladders</li> <li>• 4 Lifting equipment/slings</li> </ul>	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

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### **C3.3.2 LABOUR SPECIFICATIONS**

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work, which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a L to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

#### **L.1 EMPLOYMENT OF LOCAL LABOUR AND TRAINING REQUIREMENTS**

##### **L1.1 SCOPE**

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

##### **L1.2 DEFINITIONS**

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**'Key Personnel'** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operation.

**'Labourer'** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and sub-contractors to perform prescribed work on this Contract. 'Labour' means labourers or workers.

**'Labour Register'** means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

**'Local Labourer'** means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

**'Targeted Labour'** means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

**'Worker'** for the purposes of this specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**'Workforce'** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

### **L1.3 ENGAGEMENT OF LOCAL LABOUR**

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/ selected from the local communities living in within the area of Umuziwabantu.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/ chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

#### **L1.3.1 Employment of Local Labourers**

Upon the award of the Contract the Contractor shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Contractor and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

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### **L1.3.2 Selection of Local Labourers**

The Contractor shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
  - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
  - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (c) Preference shall be given to the long-term and single heads of households;
- (d) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty-five years and women.

After making his selection, the Contractor shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

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## **L1.4 CONTRACTUAL REQUIREMENTS**

### **L1.4.1 Legislation**

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

### **L1.4.2 Labour content**

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-contractors.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

### **L1.4.3 Targeted labour**

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG). The minimum local labour goal for this contract shall be 30% of the award value.

### **L1.4.4 Records and reporting**

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which pro Formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work.

The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Engineer.

The Contractors Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

The contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

#### **L1.4.5 SANCTIONS**

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 0,01 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V<sub>A</sub> = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

L<sub>M</sub> = Local Labour Goal stated in the Project Document

L<sub>A</sub> = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

#### **L1.5 PROJECT STEERING COMMITTEE**

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Contractor and the community. The PSC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

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Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

## **L1.6 COMMUNITY LIAISON OFFICER**

### **L1.6.1 Appointment**

The Contractor shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councillor, Project Steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councillor and Local Community PSC and the Contractor. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councillor PSC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

### **L1.6.2 Duties of the Community Liaison Officer**

The Community Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time;
- (b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Engineer;
- (l) perform such other duties as required and agreed upon between all parties concerned.

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### **L1.6.3 Remuneration**

The remuneration of the Community Liaison Officer shall be determined jointly by the Contractor, Engineer and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer. The current LOCAL RATE for payment of a CLO at Umuziwabantu is R270.00 / Day which should relate to R33.80 per hour.

The Community Liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Contractor.

### **L1.7 TRAINING REQUIREMENTS**

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (ii) The name of the training institution and course programme.
- (iii) Each type of training and course content synopsis.
- (iv) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Engineer, and the Contractor shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

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### **L1.7.1 Training of Local Labourers**

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose, the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approved Local Labourers.

### **L1.7.2 Training for Emerging Contractors (SMME's)**

The Contractor shall closely monitor the performance of the principals of Emerging Contractors (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Engineer.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Contractor shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost.

If so indicated, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the contractor's programme of work.

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**L1.7.3 Labourers remunerated during training**

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

**L1.7.4 Non-compliance**

If at any stage the Engineer notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

**L1.8 FORMAL TRAINING****L1.8.1 General**

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (e) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (f) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (g) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (ii) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (iii) A suitably furnished venue (if required)
- (iv) Transport to and from the works (as necessary)
- (v) Tools, equipment and teaching aids;
- (vi) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed

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must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

The Contractor shall in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

#### **L1.8.2 Accredited training and attendance**

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

#### **L1.8.3 Supervisors**

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

#### **L1.8.4 Training records and certificates**

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

#### **L1.8.5 Labour / Training Agent**

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated

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to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

### **L1.8.6 Training centre**

If so specified in the Contract a suitable on-site Training centre shall be provided by the Contractor to the satisfaction of the Engineer. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

## **L2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)**

### **L2.1 SCOPE**

In order to reduce unemployment, the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded whether fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

### **L2.2 DEFINITIONS**

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**'Labour-intensive'** means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for an identified portion or section of the Works.

**'Subcontractor'** means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

**'Workforce'** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

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Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

## **L2.3 LABOUR-INTENSIVE COMPETENCIES OF CONTRACTOR'S STAFF**

### **L2.3.1 Eligibility requirements**

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

The Tenderer shall, when requested by the Employer to do so, submit with his tender the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

### **L2.3.2 Labour-intensive competencies of supervisory and management staff**

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b> } Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b> } Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)			

#### **L2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

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### L2.4.1 Introduction

- (a) This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.
- (b) Additional Definitions:  
The following additional definitions shall, unless the context dictates otherwise, apply:
- (i) **“department”** means any department of the State, implementing agent or contractor;
  - (ii) **“employer”** means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
  - (iii) **“worker”** means any person working in an elementary occupation on a EPWP;
  - (iv) **“elementary occupation”** means any occupation involving unskilled or semi-skilled work;
  - (v) **“management”** means any person employed by a department or implementing agency to administer or execute an EPWP;
  - (vi) **“task”** means a fixed quantity of work;
  - (vii) **“task-based work”** means work in which a worker is paid a fixed rate for performing a task;
  - (viii) **“task-rated worker”** means a worker paid on the basis of the number of tasks completed;
  - (ix) **“time-rated worker”** means a worker paid on the basis of the length of time worked.

### L2.4.2 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- (c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### L2.4.3 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) More than forty hours in any week;
  - (ii) On more than five days in any week; and
  - (iii) For more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### **L2.4.4 Meal Breaks**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **L2.4.5 Special Conditions for Security Guards**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

#### **L2.4.6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

#### **L2.4.7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work, which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

#### **L2.4.8 Work on Sundays and Public Holidays**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
- (i) The worker's daily task rate, if the worker works for less than four hours;
  - (ii) Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:

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- (i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **L2.4.9 Sick Leave**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
  - (i) Absent from work for more than two consecutive days; or
  - (ii) Absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **L2.4.10 Maternity Leave**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

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- (e) A worker may begin maternity leave:
- (i) Four weeks before the expected date of birth; or
  - (ii) On an earlier date:
    - If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - If agreed to between employer and worker; or
  - (iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

#### **L2.4.11 Family responsibility leave**

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of:
  - (i) The employee's spouse or life partner;
  - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

#### **L2.4.12 Statement of Conditions**

- (a) An employer must give a worker a statement containing the following details at the start of employment:
  - (i) The employer's name and address and the name of the EPWP;
  - (ii) The tasks or job that the worker is to perform; and
  - (iii) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) The worker's rate of pay and how this is to be calculated;
  - (v) The training that the worker will receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of these conditions of employment.

#### **L2.4.13 Keeping Records**

- (a) Every employer must keep a written record of at least the following:
  - (i) The worker's name and position;
  - (ii) In the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) In the case of a time-rated worker, the time worked by the worker;

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- (iv) Payments made to each worker.
  - (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **L2.4.14 Payment**

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:
  - (i) at the workplace or at a place agreed to by the worker;
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (iii) in a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
  - (i) the period for which payment is made;
  - (ii) the numbers of tasks completed or hours worked;
  - (iii) the worker's earnings;
  - (iv) any money deducted from the payment;
  - (v) the actual amount paid to the worker.
- (h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (i) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **L2.4.15 Deductions**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to:

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- (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

#### **L2.4.16 Health and Safety**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules of the SPWP;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

#### **L2.4.17 Compensation for Injuries and Diseases**

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **L2.4.18 Termination**

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

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- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

#### **L2.4.19 Certificate of Service**

- (a) On termination of employment, a worker is entitled to a certificate stating:
- (i) The worker's full name;
  - (ii) The name and address of the employer;
  - (iii) The EPWP on which the worker worked;
  - (iv) The work performed by the worker;
  - (v) Any training received by the worker as part of the EPWP;
  - (vi) The period for which the worker worked on the EPWP; and
  - (vii) Any other information agreed on by the employer and worker.

#### **L2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS**

Notwithstanding the provisions of the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, the Contractor shall comply with the following relevant statutory legislation:

- (c) Basic Conditions of Employment Act 75 of 1997
- (d) Labour Relations Act 66 of 1995
- (e) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- (f) Occupational Health and Safety Act 85 of 1993
- (g) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- (h) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

*Delete Sub Sub-clause E2.4.3 and replace with the following:*

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week."

*Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:*

"Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a

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daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours.”

*Delete Sub-sub-clause E2.4.14 and replace with the following:*

“Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly.”

## **L2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

### **L2.6.1 Requirements for the sourcing and engagement of labour.**

- (a) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) **Local Labour Rate: The Umuziwabantu Municipality Council approves and adopts to apply the South African Federation of Civil Engineering Contractors (SAFCEC) wage agreement rates as the standard rates.**
- (c) Tasks established by the contractor must be such that:
  - a) The average worker completes 5 tasks per week in 40 hours or less; and
  - b) The weakest worker completes 5 tasks per week in 55 hours or less.
- (d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of sub-sub-clause E2.6.1 (c) above.
- (e) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - (i) Where the head of the household has less than a primary school education;
  - (ii) That have less than one full time person earning an income;
  - c) Where subsistence agriculture is the source of income; and
  - (iv) Those that are not in receipt of any social security pension income
- (f) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - (i) 40% women;
  - (ii) 20% youth who are between the ages of 18 and 35; and
  - (iii) 2% persons with disabilities.

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## **L2.6.2 Specific provisions pertaining to SANS 1914-5**

### **(a) Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

### **(b) Contract participation goals**

- (i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

### **(c) Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

### **(d) Variations to SANS 1914-5**

- (i) The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.
- (ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

## **L2.6.3 Training of targeted labour**

- (a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- (c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

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- (d) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of sub clause E2.6.3(c) above.
- (e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## **L2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION**

### **L2.7.1 Applicable Standardized Specification**

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website [www.stansa.co.za](http://www.stansa.co.za)) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

### **L2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand**

#### **Clause 4.2: Trench excavation**

*Add the following to sub-clause 4.2.1:*

"The trenches which are to be excavated by hand are up to 1,5m deep."

#### **Clause 4.4: Excavations other than in trenches**

*Replace sub-sub-clause 4.4.1 with the following:*

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

#### **Clause 4.7: Loading**

*Delete and replace with the following:*

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

#### **Clause 4.8: Haul**

*Add the following:*

"This clause shall not apply to this contract."

#### **Clause 4.10: Spreading**

*Add the following:*

"This clause shall apply to this contract only provided the material can be economically spread by hand."

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*Add the following new clauses 4.13 and 4.14:*

#### **“4.13 : Labour-intensive Work**

The items/activities that shall be done by hand are listed/provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The contractor may identify further activities to increase the labour component of the contract.

#### **4.14: Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

The Contractor may also propose to the Engineer additional labour based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour based methods due to unforeseen and abnormal circumstances.

The Contractor shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Contractor Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.”

## **L2.8 MEASUREMENT AND PAYMENT**

### **Prescribed Labour-intensive work**

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the

Payment Refers Column for that item. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract.

The items marked with LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

### **C3.3.3 PREFERENTIAL PROCUREMENT SPECIFICATION**

#### **PARTICIPATION AND CONDITIONS PERTAINING TO TARGETED PROCUREMENT AND BLACK ECONOMIC EMPOWERMENT**

UMUZIWABANTU LOCAL MUNICIPALITY has committed itself to the following with respect to all procurement dealings:

***UMUZIWABANTU LOCAL MUNICIPALITY 's Supply Chain Management Policy in terms of section 111 of the Local Government Municipality Finance Management Act (Act No. 56 of 2003)***

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## **C4: SITE INFORMATION**

### **C4.1: CONDITIONS ON SITE**

#### **C4.1.1 Nature of Ground**

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

#### **C4.1.2 Spoil Material**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

#### **C4.1.3 Finishing – off the Site**

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

#### **C4.1.4 Existing Services**

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services. The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

#### **C4.1.5 Proving of Underground Services**

It is stressed that all services in a particular area must be proven before commencing work in that area. Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

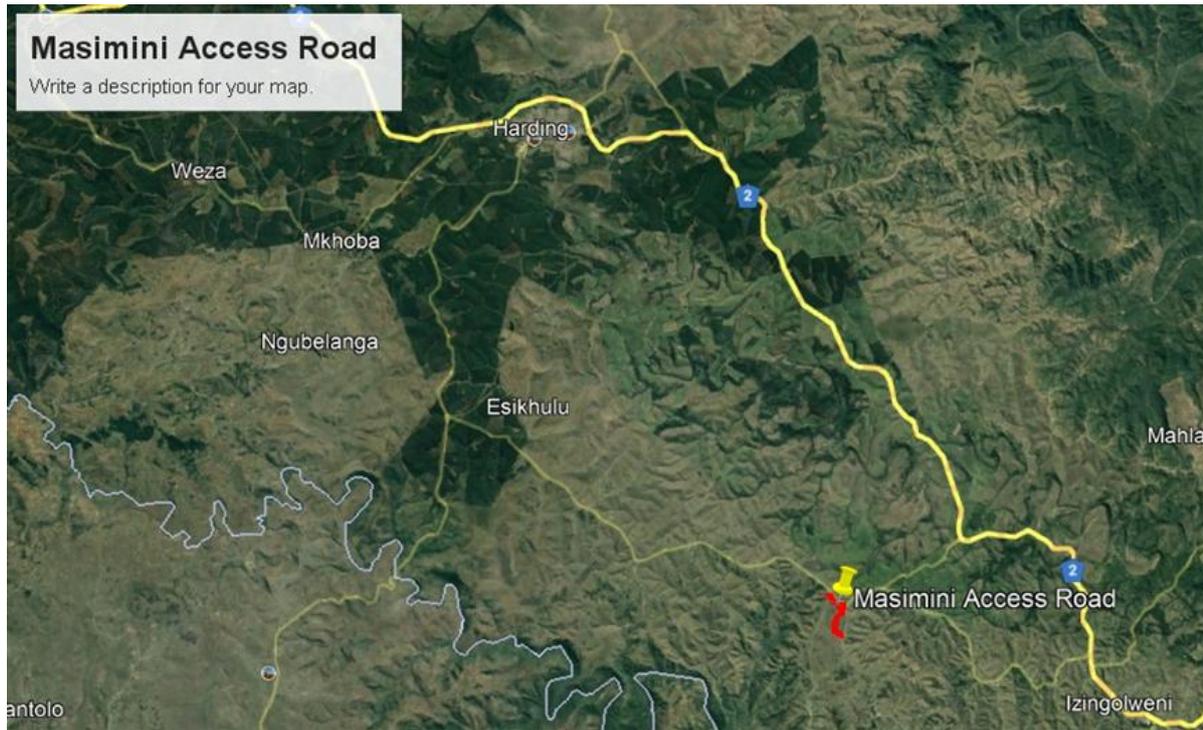
When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

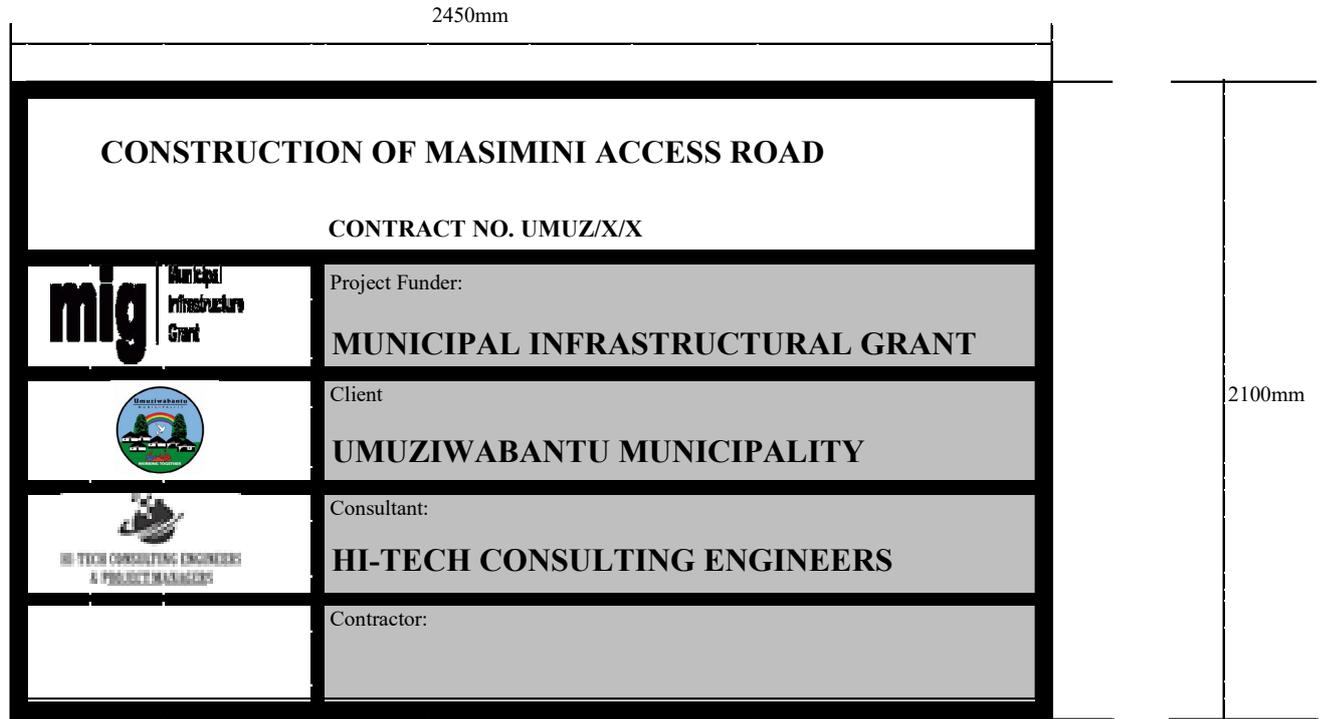
Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

## C4.2 LOCALITY PLAN



**C4.3 CONTRACT NOTICE BOARD**



**NOTE:**

The exact wording must be approved by the Engineer before ordering the contract name board

**SPECIFICATION**

1. The board must comply with the diagram above
2. The board must be made of minimum 0.6mm thick diameter chromadeck sheet (or similar approved)
3. The board must be mounted on a steel frame and must be cross braced at the back to prevent it from deforming
4. The board must be erected with atleast two firmly planted poles
5. The board must be erected with a minimum ground level clearance of 1800mm

**APPROVAL STATUS**

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 NAME      CAPACITY      SIGNATURE      DATE

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## **C5 ANNEXURES**

### **C5.1 DRAWINGS**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

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

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

Drawings issued separately are listed in the Book of Drawings.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

#### **LIST OF DRAWINGS:**

<b><u>Drawing no</u></b>	<b><u>Description</u></b>
<b><u>1.</u></b>	<b><u>UMZ 2024 001 - CIV - 002 - P - 00 LOCALITY PLAN</u></b>
<b><u>2.</u></b>	<b><u>UMZ 2024 001 - CIV - 001 - P - 00 Details-Details</u></b>