



**NQUTHU LOCAL MUNICIPALITY**

**TENDER NO: NQULM**

**CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN  
WARD 06**

## **PROCUREMENT DOCUMENT**

NAME OF TENDERER:	
-------------------	--

**AUGUST 2023**

**ISSUED BY:**

**NQUTHU LOCAL MUNICIPALITY**

P/BAG X 5521  
**NQUTHU**  
3135

Tel : (034) 271 6100  
Fax : (034) 271 6111

**PREPARED BY:**

**GHC Engineers Pty Ltd**



No. 89 Mark Street, VRYHEID, 3100  
Tel no: +27 (087) 980 821 6654,  
Fax no: +27 (086) 771 0675  
email: info@grefsholdings.co.za



**EXPANDED PUBLIC WORKS PROGRAMME**

### SUMMARY FOR TENDER OPENING PURPOSES

*(To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender)*

<b>Name of Contractor submitting the tender :</b>	
<b>CSD NUMBER:</b>	
<b>Tender Amount :</b> <i>(as stated in the Form of Offer)</i>	<i>R</i>
<b>Alternative Tender offered? :</b>	( Yes /No)
If "Yes" state amount :	<i>R</i>
<b>Time for Completion :</b>	<b>weeks</b>
<b>Maximum time for Completion:</b>	<b>28 weeks</b>
<b>Details of contact person :</b>	
Name <i>(Print)</i> :	
Telephone No :	
Fax No :	
E-mail address <i>(if available)</i> :	
<p><i>(Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.)</i></p> <p><b>SIGNATURE:</b> _____</p> <p><i>(of person authorised to sign the tender)</i></p>	

# CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06

Contents			
Number	Heading	Page Number	Page Colour
<b>The Tender (Volume 1)</b>			
<b>Part T1: Tendering Procedures</b>		<b>T.5 – T.23</b>	
T1.1	Tender Notice and Invitation to Tender	T.5	White
T1.2	Tender Data	T.6 –T.27	Pink
<b>Part T2: Returnable Documents</b>		<b>T.28 – T.107</b>	
T2.1	List of Returnable Documents	T.28	Yellow
T2.2	Returnable Schedules	T.29 –T.107	Yellow
<b>The Contract (Volume 2)</b>			
<b>Part C1: Agreement and Contract Data</b>		<b>C.1 – C.12</b>	
C1.1	Form of Offer and Acceptance	C.2 – C.6	Yellow
C1.2	Contract Data	C.7 – C.12	Yellow
<b>Part C2: Pricing Data</b>		<b>C.13 – C.44</b>	
C2.1	Pricing Instructions	C.13– C.14	Yellow
C2.2	Bills of Quantities	C.15 – C.44	Yellow
<b>Part C3: Scope of Work</b>			
C3.1	Scope of Work	C.45 – C.126	Blue
<b>Part C4: Site Information</b>			
C4	Annexures	C.128 – C.129	White

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

## TENDER

### TABLE OF CONTENTS

### Page

<b>T1:</b>	<b>TENDERING PROCEDURES</b>		
<b>T1.1</b>	<b>TENDER NOTICE AND INVITATION TO TENDER</b>		<b>T.5</b>
<b>T1.2</b>	<b>TENDER DATA</b>		<b>T.6 – T.27</b>
	1.	GENERAL	T.6
	2.	TENDER DATA APPLICABLE TO THIS TENDER	T.6 – T.13
	3.	ANNEXURE F: STANDARD CONDITIONS OF TENDER	T.14 – T.27
<b>T2 :</b>	<b>RETURNABLE DOCUMENTS</b>		<b>T.28 – T.106</b>
<b>T2.1</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>		<b>T.28</b>
	A	CERTIFICATE OF ATTENDANCE AT TENDER SITE MEETING	T.29
	B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.30
	C	CERTIFICATE OF AUTHORITY OF AN ENTITY	T.31– T.35
	D	REGISTRATION CERTIFICATE OF AN ENTITY	T.36
	E	BIDDER'S QUESTIONARE (MBD1)	T.37 – T.38
	F	TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)	T.39
	G	PRICING SCHEDULE – FIRM PRICES (MBD 3.1)	T.40
	H	DECLARATION OF INTEREST (MBD 4)	T.41 – T.42
	I	DECLARATION FORM FOR PROCUREMENT ABOVE R10M (MBD 5)	T.43 – T.44
	J	B-BBEE POINTS CLAIM FORM (MBD 6.1)	T.45 - T.51
	K	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)	T52 -T.60
	L	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	T.61 - T.62
	M	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)	T.63 – T.65
	N	AFFADAVIT OF GOOD STANDING	T.66
	O	SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS	T.67
	P	BANKING DETAILS	T.68
	Q	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.69 - T.70
	R	KEY PERSONNEL	T.71
	S	CURRICULUM VITAE FORMAT OF KEY PERSONNEL	T.72 – T.73
	T	SCHEDULE OF PLANT AND EQUIPMENT	T.74
	U	SCHEDULE OF PROPOSED SUB-CONTRACTORS	T.75
	V	PROVISIONAL PROGRAMME	T.76
	W	SCHEDULE OF LABOUR CONTENT	T.77
	X	TRAINING SCHEDULE	T.78
	Y	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	T.79– T.80
	Z	WORKMAN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)	T.81
	AA	DECLARATION OF PAYMENT OF MUNICIPAL SERVICES	T.82
	AB	CONTRACTOR'S HEALTH AND SAFETY DECLARATION	T.83
	AC	PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER	T.84 – T.96
	AD	NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	T.97
	AE	CONTRACT PARTICIPATION GOALS	T.98- T.107



## T1 TENDERING PROCEDURES

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



Bids are hereby invited in terms of section 18(a) of the Nquthu Municipality's Supply Chain Management Policy together with section 83 of the Municipal Systems Act, No.32 of 2000, as amended and read together with sections 110,111 and 112 of the Municipal Finance Management Act No.56 of 2003 for:

#### CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06

TENDER NAME	TENDER NO.	CIDB GRADING	DATE OF SITE MEETING	TENDER CLOSURE
CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06	NQULM20/2023-2024 at R632.00 at Cashier's office, also obtainable from eTender portal	3GB or higher, Last day of sale of tender document is 25 August 2023 at 14h30	Wednesday, 30 August 2023 at 10h00 at 10h00, Council Chamber	Monday, 04 September 2023 at 12h00

Tender documents may be collected during office hours (08h00 to 15h30 Mon – Thurs, Friday at 08h00 - 14h30 at Nquthu Municipal offices, 83 / 11 Mdlalose Street, Nquthu, Cashiers office from Monday, 21 August 2023.

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

#### Specific Goals

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

Queries relating to the issue of the above-mentioned document may be addressed to:

CONTACT PERSON	TEL NO	FAX NO	EMAIL
Mr G S Mukura	087 821 6654	086 771 0675	gregory@grefsholdings.co.za

Tenders may only be submitted on the tender document that was issued. Requirements for sealing, addressing, delivery, openings and assessment are stated in the tender data. Nquthu Municipality request all service providers to register in their database and CSD.

*The Municipality is not obliged to accept the lowest or any bidder. Bidder will be adjudicated in terms of the Council's Supply Chain Management Policy.*

**CLOSING DATE AND SUBMISSION OF TENDERS:** As per above table (see "tender closure"), at the offices of Nquthu Municipality at 12h00. No late tenders will be accepted. Tenders should be clearly marked on their envelopes with the name of tender and tender number.

**MR M.B. JIYANE: MUNICIPAL MANAGER**

## **T1.2 TENDER DATA**

### **1. GENERAL**

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

### **2. TENDER DATA APPLICABLE TO THIS TENDER**

**F.1.1** The Employer for this Contract is: **Nquthu Local Municipality**

#### **F.1.2 Tender Documents**

(a) **The Tender Document** consists of the following:

#### **TENDER**

**T1: Tendering Procedures**

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

**T2: Returnable Documents**

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

#### **CONTRACT**

**Part 1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

**Part 2: Pricing Data**

C2.1: Pricing Instructions

C2.2: Bill of Quantities

**Part 3: Scope of Work**

C3: Scope of Work

**Part 4: Site Information**

C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

**F.1.4 The Employer's agent is:**

Name : Grefs Holdings Consulting Engineers (GHCE) (Pty) Ltd  
Address : 89 Mark Street, Vryheid, 3100  
Telephone : (087) 821 6654  
Fax : (086) 771 0675  
E-Mail : gregory@grefsholdings.co.za

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

The Employer is not obliged to accept the lowest or any tender offer.

**F.2.1 Eligibility**

A Tenderer will not be eligible to submit a tender if:

- (a) the contractor submitting the tender is under restrictions or has principals who are under 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 technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or
- (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.

**TENDERER'S TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HERewith WILL NOT BE CONSIDERED ELIGIBLE.**

**TENDER QUALIFICATION: LABOUR INTENSIVE CONTRACTS**

Only those tenderers who can demonstrate that they will 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 during the validity of the contract are eligible to submit tenders.

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

- (a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- (b) Liquid assets/or credit facilities covering the expected expenditures for two full work months
- (c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment
- (d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor

shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour intensive works for all LI activities.

#### **Schedule of Labour Content**

The minimum Labour Content for this Project shall be 10% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	<b>Total</b>	<b>Women</b>	<b>Youth</b>	<b>Disabled</b>
Work Opportunities	18	4	8	1
Person Days	2880	640	1280	160
Training Days	20	5	5	5

#### **F.2.7 Site visit and clarification meeting**

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location: Nquthu Municipal Offices, Lot 83 Mdlalose Street, Nquthu, 3135  
Date : Refer to Tender Advertisement  
Starting time : Refer to Tender Advertisement

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

Grefs Holdings Consulting Engineers (GHC Engineers) (Pty) Ltd  
Tel : (087) 821 6654  
e-Mail : gregory@grefsholdings.co.za

#### **F.2.12 Alternative tenders**

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

##### **(a) Individual items**

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form R: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

##### **(b) Alternative designs**

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
  - Changes in design parameters ordered by the Engineer;
  - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

- 
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
  - (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

**F.2.13 Submitting a Tender Offer**

**F.2.13.5** Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

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

The Employer's address and identification details are as follows:

Location of Tender box:		Nquthu Local Municipality
Physical address:		Lot 83 Mdlalose Street, Nquthu, 3135
Identification details	Reference Number	NQULM20/2023-2024
	Title of Tender	CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06
	Closing Date	Refer to tender Advertisement
	Time	12H00

#### F.2.15 Closing Time

The closing time for submission of Tender Offers is **as per tender advert**.  
Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

#### F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders :

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

#### F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

#### F.2.22 Return of Tender Documents

Not applicable.

## **F.2.23 Certificates**

The following certificates must be provided with the tender:

- Original, Valid Tax Clearance Certificate and Tax reference number, Request reference number and PIN obtained from SARS.
- A certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Sworn Affidavit confirming annual turnover and level of black ownership and in case of all EMEs and QSEs with 51% black ownership or more
- National Treasury Central Supplier Database Compliance Information (CSD), containing registration confirmation status of National Treasury with MAAA" supplier reference number.
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS);
- Company / CC / Trust / Partnership registration certificates;
- Proof that payment for municipal services is up to date not more than 90 days; and
- Certified Copies of Identity Document in the case of one-man concerns

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

The time, date and location for the opening of the tender offers is as follows:

Time: **Refer to tender Advertisement**  
Date: **Refer to tender Advertisement**  
Location / Venue: **Nquthu Municipality, Lot 83/10 Mdlalose Street, Nquthu, 3135**

**F.3.5** The two envelope system **will not** apply to this tender.

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

**F.3.11.1** The NQUTHU LOCAL MUNICIPALITY has adopted a policy in supporting the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the RDP principles, an environment conducive to emerging and SMME's Contractors has to be created. Therefore, the procurement policy adopted by NQUTHU LOCAL MUNICIPALITY will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

**F.3.11.2** Tenders will be evaluated in two stages in accordance with the standard tender evaluation Method 2 : Financial Offer and Preferences as follows:

### **STAGE 1 : TEST FOR RESPONSIVENESS/ELIGIBILITY**

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- (a) The tender documentation must be completed and signed in all respects;  
The Contractor must have the required CIDB grading;
- (b) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
- (c) The tender must comply with the eligibility criteria noted in F.2.1; and  
In terms of F.2.1(e), the following specific criteria must be proven by the tenderer:
  - i) **That the tenderer possesses the necessary on-site, management expertise and capability to carry out the contract**
  - ii) **That the tenderer has the financial capacity to carry out the contract; and**
  - iii) **That the tenderer has ready access to the plant and equipment required to carry out the contract**

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided

renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

**TENDERER'S MUST SCORE A MINIMUM OF 56 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).**

**TABLE 1 –FUNCTIONALITY CRITERIA**

Key aspect of criterion	Evaluation criterion	Remarks	Points	Awarded points
Site Agent or Foreman CV	Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV)	Good	<b>30</b>	
	Site Agent or Foreman has more than 2 years' experience in the field relevant to the project. (Attach CV)	Fair	20	
	Site Agent or Foreman has no experience in the field relevant to the project. (Attach CV)	Poor	10	
Traceable project experience	Provided five traceable projects of similar nature in the past 10 years (Attach letters of appointments and completion certificates)	Good	<b>30</b>	
	Provided three traceable projects of similar nature in the past 10 years. (Attach letters of appointments and completion certificates)	Fair	20	
	Provided no traceable similar projects	Poor	10	
Proposed Work Programme	The Programme is presented in such a way that one is able to get the flow of tasks. (Attach programme)		<b>10</b>	
	The Programme is acceptable but lacks proper linkages of tasks. (Attach programme)		5	
	The Programme does not address the project needs. (Attach programme)		0	
NQF in Labour Intensive Programme (Attach certificates accredited by SETA)	7		<b>10</b>	
	5		5	
		<b>Total</b>	<b>80</b>	

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



## STAGE 2 : FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable F (MBD 5).

### **F.3.11.3 Points scored for price (Contract Value more than R 50 000 000)**

The 90/10 preference point system will be used to allocate points for tenders in this category.

### **F.3.11.4 Points scored for price (Contract Value less than R 50 000 000)**

The 80/20 preference point system will be used to allocate points for tenders in this category.

**It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system**

## Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards 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, comply with all legal obligations and not engage in anticompetitive practices.

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

#### 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 for the calling for expressions of interest, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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 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 submission 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 tenders 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 complies with 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, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with the requirements.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may 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 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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

#### **F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with 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 total of the prices or substance of the tender offer is sought, offered, or permitted.

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

#### **F.2.18 Provide other material**

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

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

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

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

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

#### **F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

**F.3 The Employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** 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 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 of the Tender Notice until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

- F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is 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.
- 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 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 the subclause is repeated.

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

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) 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 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 the sub clause is repeated.

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

In the case of a financial offer and quality:

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

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

Where :  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of 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 the 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 and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

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

Where :  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preference claimed in accordance with F.3.11.8.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of 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 the sub-

clause is repeated.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

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

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

#### F.3.11.8 Scoring preferences

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

#### F.3.11.9 Scoring quality

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

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

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

where:  $S_o$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission.  
 $W_2$  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**

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

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

### **F.3.15 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 sated 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.

## **F4. JOB CREATION REPORTING FOR EPWP**

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

#### **F4.1 Type of project data required per project**

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

##### **F4.1.1 Beneficiary data**

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.

##### **F4.1.2 Project work data**

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

##### **F4.1.3 Project payment data**

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

***Alternatively,***

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

*The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.*

##### **F4.1.4 Employment output data**

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for

- one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
  - (c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
  - (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
  - (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

## T2 Returnable Documents

### T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

#### 1 Returnable documents required for tender evaluation purposes only:

REF	DESCRIPTION
A	Certificate of Attendance at a Tender Site Meeting
B	Record of Addenda to Tender Documents
C	Certificate of Authority of an Entity
D	Registration Certificates of an Entity
E	Bidder's questionnaire (MBD1)
F	Tax Clearance Certificate Requirements (MBD 2)
G	Pricing Schedule – Firm Prices (MBD 3.1)
H	Declaration of Interest (MBD 4)
I	Declaration for Procurement above R10 mil (MBD 5)
J	B-BBEE Preference Points Claim Form (MBD 6.1)
K	Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)
L	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
M	Certificate of Independent Bid Determination (MBD 9)
N	Affidavit of Good Standing
O	Schedule Of All Work Provided For An Organ Of The State Over The Last Five Years
P	Banking Details
Q	Schedule of Tenderer's Experience
R	Key Personnel
S	Curriculum Vitae Format of Key Personnel
T	Schedule of Plant and Equipment
U	Schedule of Proposed Sub-Contractors
V	Provisional Programme
W	Schedule of labour content
X	Training schedule
Y	Amendments, Qualifications and Alternatives
Z	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)
AA	Declaration of Payment of Municipal Services

#### 2 Other documents that will be incorporated into the contract:

AB	Contractor's Health and Safety Declaration
AC	Proforma Forms To Be Completed By Successful Tenderer
AD	National Treasury's Central Supplier database

#### 3 The offer portion of the C1.1 Offer and Acceptance

#### 4 C1.2 Contract Data (Part 2)

#### 5 C2.2 Bills of quantities



## A: 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 meeting held for all tenderers

We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to 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: .....

Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**B: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## C: CERTIFICATE OF AUTHORITY OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

### (I) CERTIFICATE FOR COMPANY

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

**Signature of Chairman:** .....

**Signature of Signatory:** .....

#### As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as  
.....hereby authorise Mr/Ms .....  
acting in the capacity of ....., to sign all documents  
in connection with the tender for Contract No ..... and any contract resulting from  
it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

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

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,  
.....hereby authorise  
Mr/Ms..... acting in the capacity of  
..... , to sign all documents in connection  
with the tender for Contract No ..... and any contract resulting from  
it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....  
2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize  
Mr/Ms....., authorized signatory of the company,  
.....acting in the capacity of lead partner, to sign all documents in  
connection with the tender offer for Contract No .....and any contract resulting from  
it on our behalf.

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

**Signature of Signatory:** .....

**As Witnesses:**

- 1..... Name in Block Letters.....
- 2..... Name in Block Letters.....

**Date:** .....

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Signature of Sole owner:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

## D: REGISTRATION CERTIFICATES OF AN ENTITY

### ENTITY REGISTRATION:

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]***

### CIDB REGISTRATION:

Tenderer's must also indicate their CIDB registration details in the space provided.  
(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

### BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs.



**E: BIDDER'S QUESTIONNAIRE**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NQUTHU LOCAL MUNICIPALITY</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<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 (STREET ADDRESS					
Nquthu Local Municipality offices,					
Lot 83 Mdlalose Street,					
Nquthu,					
3135					
<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:		AND	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			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"><tr><td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr></table> <p><b>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.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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: .....

## **F: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)**

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

- 1 In order to meet this requirement bidders are required to complete in full the TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate/SARS compliance pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**G: PRICING SCHEDULE – FIRM PRICES (MBD 3.1)**

DESCRIPTION	QUANTITY	AMOUNT
<div style="border: 1px solid black; border-radius: 15px; width: 400px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> COMPANY STAMP </div>		
	<b>SUB-TOTAL</b>	
	<b>VAT (15%)</b>	
	<b>TOTAL</b>	

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

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

**CONDITIONS OF TENDER**

- Price(s) quoted must be valid for at least ninety (90) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender original or certified B-BBEE Certificate must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

## H: DECLARATION OF INTEREST (MBD 4)

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

- No bid will be accepted from persons in the service of the state\*.
- 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name : .....

3.2 Identity Number : .....

3.3 Company Registration Number : .....

3.4 Tax Reference Number : .....

3.5 VAT Registration Number : .....

3.6 Are you presently in the service of the state\* **YES/NO**

3.6.1 If so, furnish particulars

.....  
.....

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

3.7.1 If so, furnish particulars

.....  
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.8.1 If so, furnish particulars

.....

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

3.9.1 If so, furnish particulars

.....

3.10 Are any of the company's Directors, Managers, Principle Shareholders or Stakeholders in service of the State? **YES/NO**

3.10.1 If so, furnish particulars

.....

3.11 Are any spouse, child or parent of the company's Directors, Managers, Principle Shareholders or Stakeholders in service of the State? **YES/NO**

3.11.1 If so, furnish particulars

.....

#### **CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**

\*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.

**I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED) (MBD 5)**

**This form shall only be completed if the Tender Sum exceeds R10 million  
(all applicable taxes included).**

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

**YES / NO** (Delete whichever is not applicable)

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

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**YES / NO** (Delete whichever is not applicable)

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO** (Delete whichever is not applicable)

- 3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO** (Delete whichever is not applicable)

- 4.1 If yes, furnish particulars

.....  
.....

#### **CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**



## **J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### **1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more, or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### **2. DEFINITIONS**

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### **4. POINTS AWARDED FOR PRICE**

##### **4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

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

#### **5. Points awarded for B-BBEE Status Level of Contribution**

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: = **20** (maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS, or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more, or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## 8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?.....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME? **YES / NO** (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed 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 bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER

2. ....

DATE:.....



## **K: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Office Furniture	85%
Electrical and telecom cables	90%
Prepaid Electricity Meters	70%
Steel Value-added Products	100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
Polyvinyl chloride (PVC) pipes	100%
High density polyethylene (HDPE) pipes	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

- (a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

Annex C

Local Content Declaration - Summary Schedule

(C1)  
(C2)  
(C3)  
(C4)  
(C5)  
(C6)  
(C7)

Tender No.

Tender description:

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
		(C23) Total Imported content	R
		(C24) Total local content	R
		(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

PulaEU

R

GBP

R

Note: VAT to be excluded from all calculations

A. Exempted imported content					Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate		Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)		(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R	
This total must correspond with Annex C - C 21												

### Calculation of imported content

## Summary

**(D32) Total imported value by tenderer**

R

## Calculation of imported content

## Summary

**(D45) Total imported value by 3rd party**

R

### Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Date: \_\_\_\_\_

**(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above**

R

### Local value of payments

(D51)



SATS  
1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

(E2)

Tender description:

(E3)

Designated products:

(E4)

Tender Authority:

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)	R

(E10)

Manpower costs

( Tenderer's manpower cost)

R

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R

(E13) Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**L: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 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
  - b. in relation to such system;
  - c. been convicted for fraud or corruption during the past five years;
  - d. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - e. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(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></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <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 bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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**

.....  
**Position**

.....  
**Date**

.....  
**Name of Bid**

**M: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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

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

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

## MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**CONTRACT NO. NQULM12/2021-2022: CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06**

in response to the invitation for the bid made by:

**NQUTHU LOCAL MUNICIPALITY**

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## **N: AFFADAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT**

The Tenderer hereby certifies that neither it or any of the principals of the enterprise is 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. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

### **DECLARATION** *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: .....

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

Address: .....

.....

.....

Telephone:.....

Signed and sworn to before me at.....on

this the .....day of .....by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths .....

**NOTE : This affidavit comprises one (1) page all of which must be initialed by both the Deponent and the Commissioner of Oaths**

**O: SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS**

*[Tenderers are to attach a schedule detailing the name of each project, the organ of state for which the project was undertaken and the date the project was completed. If not complete list the project as "current"]*



## P: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION	<input type="checkbox"/>
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## Q: SCHEDULE OF THE TENDERER'S EXPERIENCE

Tenderers are to provide references for **FIVE (5)** other recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2.

Name and Telephone Number of Client	Project	Name and Telephone Number of Consulting Engineer / Implementing Agent	Details of service provided

The contractor must obtain referee reports from the Organ of State on their letterhead using the form below and include completion certificates for each project.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**REFEREES REPORT OF PERFORMANCE ON PREVIOUS RELEVANT PROJECTS COMPLETED:**

*(make copies and supply referee with copy of report)*

**Contractor :** .....

**Project Name :** .....

**Contract Number:** .....

**Contract Amount:** .....

**Date Started:** ..... **Date completed:** .....

General Project Parameters	1	2	3	4	5
	Very poor	Poor	Fair	Good	Excellent
Quality of Management capability					
Quality of Workmanship					
Ability to complete the work on time					
Labourers; Sub-Contractors and Suppliers paid within an agreed time frame					
The necessary physical; financial and plant resources to complete the work					
Complied will all aspects of Project requirements					
Site Personnel competent and experienced					
<b>Overall Rating</b>	<b>On a scale of 1 to 5</b>				

**Referee's Details:**

**Organisation :** .....

**Organisation Representative:** .....

**Position in the Organisation:** .....

**Signature :** ..... **Date :** .....

***Client Stamp***

--

## R: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI
Construction Manager						
Site Foreman						
Artisans and other Skilled Workers						
Unskilled Workers						

Designation	Names	Project Type	Value of Works	Year Completed
LIC NQF 5 Supervisors				

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**S: CURRICULUM VITAE OF KEY PERSONNEL**

The success of this project will largely depend on the ability of the **site foreman** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent’s experience. **Complete CV with certified copies of qualifications to be attached.**

**Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.**

<b>Project Manager Name:</b>	<b>Years with firm:</b>
<b>Qualifications:</b>	
<b>NQF 5/7 Registration Number:</b>	
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required Service:</u></b>	
<b>(Indicate no. of years experience managing civil engineering construction projects in water related activities)</b>	

<b>Site Foreman Name:</b>	<b>Years with firm:</b>
<b>Qualifications:</b>	
<b>NQF 5/7 Registration Number:</b>	
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required Service:</u></b>	
<b>(Indicate no. of years experience managing civil engineering construction projects in water related activities)</b>	

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## T: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

**The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.**

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## U: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work on this Tender.				
	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	CIDB Grading	Previous Experience working with this Sub-Contractor
1.				
2.				
3.				
4.				
5.				

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



## V: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

PROGRAMME	
ACTIVITY	WEEKS / MONTHS

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## W: SCHEDULE OF LABOUR CONTENT

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 10%

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
Total			
Percentage			

Notes to Tenderer:

Labour is defined as hourly paid personal

The penalty for non-compliance during the contract or fraudulent disclosure is discussed in contract data (item 5.13.2) .

The minimum Labour Content for this Project shall be 10% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	Total	Women	Youth	Disabled
Work Opportunities	18	4	8	1
Person Days	4320	960	1920	240
Training Days	20	5	5	5

**X: TRAINING SCHEDULE**

Name of Training Institution :

Name of Programme :

Trainers Name	Qualification	Subject

***Note to tenderer:***

Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.

## Y: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

### (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

### (b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**Notes:** (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

**Note:** The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**Z: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]*

**AA: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION TO CERTIFY THAT:**

**THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS**

*[Proof of Payment to be attached to this page]*

**DECLARATION**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards a municipality of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: .....

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

Address: .....

.....

.....

Telephone: .....

Date: .....

## AB: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	<b>*Yes / No</b>
(b)	From my own resources still to be appointed or trained until competency is achieved	<b>*Yes / No</b>
(c)	From outside sources by appointment of competent specialist subcontractors	<b>*Yes / No</b>

(\* = ***delete whatever is not applicable***)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, UDM officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



---

**AC: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

- PERFORMANCE GUARANTEE
- DISCLOSURE STATEMENT
- ADJUDICATION BOARD MEMBER AGREEMENT
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003
- INSURANCE APPLICATION IF TO BE COVERED BY UDM INSURANCE POLICY AS PROVIDED FOR IN THE CONDITIONS OF CONTRACT

## **PRO FORMA PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third 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 Contracts 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 of R .....

Amount in words: .....

“Expiry Date” means: .....

### **CONTRACT DETAILS**

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

### **PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the

- 
- Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

---

Signed at .....  
Date .....  
Guarantor's signatory (1) .....  
Capacity .....  
Guarantor's signatory (2) .....  
Capacity .....  
Witness signatory (1) .....  
Witness signatory (2) .....

## **PRO FORMA DISCLOSURE STATEMENT**

*(Please note that words in italics within brackets are items which should be stated)*

Date:

Contract: **CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06**

Contractor:

Employer: **Nquthu Local Municipality**

Engineer: Grefs Holdings Consulting Engineers (GHCE) (Pty) Ltd

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the abovementioned Contract. In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Engineer.
- I do not have any financial connections with the Contractor, Employer or Engineer.
- I do not have or have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

*Should there be any deviation from the foregoing statements, details shall be given.*

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

## **PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT**

*(Please note that words in italics within brackets are items which should be stated)*

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
  - a. A monthly retainer of *(amount)* for *(number)* of months, and /or
  - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
  - c. A hourly fee of *(amount)*, and/or
  - d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer\**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amounts so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: .....

Contractor's name: .....

Place: .....

Date: .....

Employer's signature: .....

Employer's name: .....

Place: .....

Date: .....

Adjudication Board Member's signature: .....

Adjudication Board Member's name: .....

Place: .....

Date: .....

*\*Delete the inapplicable party*

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

***[This form must be completed and forwarded, prior to commencement of work on site, by all  
Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the  
office of the Department of Labour]***

1. (a) Name and postal address of Contractor:.....  
.....  
(b) Name of Contractor's contact person: .....  
Telephone number: .....
2. Contractor's workman's compensation registration number: .....
3. (a) Name and postal address of client: .....  
.....  
(b) Name of client's contact person or agent:.....  
Telephone number .....
4. (a) Name and postal address of designer(s) for the project: .....  
.....  
(b) Name of designer's contact person: .....  
Telephone number .....
5. Name of Contractor's construction supervisor on site appointed in terms of  
Regulation 6(1): ..... Telephone number: .....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
7. Exact physical address of the construction site or site office: .....  
.....
8. Nature of the construction work: .....  
.....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....  
.....  
.....  
.....

SIGNED BY:

CONTRACTOR: ..... DATE: .....

CLIENT: .....



---

**CONTRACT AWARD DECLARATION AND RISK/INSURANCE CHECKLIST**

**CONTRACTORS ALL RISK & LIABILITY**  
**GENERAL QUESTIONNAIRE**

**A. BROKER DETAILS**

Name of Broker Company :  
Fax Number :  
Telephone No. :  
e-mail Address :  
Contact Person :

**B. GENERAL**

Name of Insured :  
Postal Address :  
Insured's VAT Number :  
Telephone No. :  
Name of Main Contractor :  
Name of Principal/Employer :  
Names of Sub Contractors :

Name of Consultants :  
Tender No. :

**C. ONCE OFF / SPECIFIC CONTRACTS POLICY**

C1. Contract Value :

(Attach copy of Contract Cost Breakdown and Tender Details)

**Note:** The Contract Value must include the Total Cost of Materials, Labour, Free Issue Materials, P&G's and any other Contractual Income + V.A.T. Also, please stipulate the form of contract to be used (BIFSA 81/88, JBCC 91, GCC 2015, FIDIC etc). Any particular information regarding the insurance specification and or excesses applicable should be attached.

C2. Contract Title / Full Description of Contract:

C3. What work will be done by Sub Contractors:

C4. Site Location

C5. The Contract Site Details:

Level		Sloping		Rocky	
Sandy		Clay			
Built up Areas		Remote Area			

**Close Proximity to:**

Rivers, dams known watercourse

Yes	
Yes	

No	
No	

Highway motorways airport etc.

**Security Precautions. Give Details**

C6. Contract Period / Period of Insurance : From \_\_\_\_\_ To \_\_\_\_\_

C7. Maintenance Period Required : Months \_\_\_\_\_

C8. Surrounding Property / Property Under Custody Control (Not being Part of Contract Works) :

Limit of Indemnity Required : R \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C9. STRIKE RIOT INSURANCE (SASRIA)	Yes		No	

**D. CONTRACTORS PUBLIC LIABILITY**

D1. Limit of Indemnity Required : R 2,000,000

D2. Public Liability:

Use of Explosives

Yes	
-----	--

No	
----	--

**Site Security**

\* Adequately Fenced Off

Yes	
-----	--

No	
----	--

\* Access Control to Site

Yes	
-----	--

No	
----	--

Comment on density of pedestrian and vehicle traffic in the immediate vicinity of the site e.g. Busy shopping mall or isolated area:

Isolated area

D3. Removal of Support (Lateral Support)

If required please refer.

:

---

**E. PREVIOUS INSURANCE**

E1. Name of Previous Insurer

:

E2. Claims Experience / Details

:

E3. Supporting Business

:

**F. GENERAL COMMENTS**

Please comment on "Removal of Support", limitations of liability if any, possible interference with existing structures and crack surveys if applicable.

---

Please comment on whether refurbished or used equipment is to be refurbished. Please state the testing and commissioning period of mechanical or electrical equipment.

---

Please advise as to whether any phased or progressive handover is anticipated or whether any part of the works will be given over to the Employer prior to the issue is a Certificate of Completion.

---

**NOTE:**

**Self-Propelled Plant, Tools and Equipment are not covered under this specific Policy and should be insured separately i.e. under business all risks or plant all risks policies.**

**SIGNED FOR THE INSURED**

**DATE**

**Name of Signatory**

**:**

On award of contract, send to:

**From:**.....  
.....  
.....  
.....  
.....

**This form is to be accompanied by a copy of the UDM letter of award or a copy of the signed Agreement**

---

## APPENDIX A : CONTRACTORS CLAIMS ADVICE FORM – PCI

**SEND TO :**

**FROM:** \*(PLEASE PROVIDE NAME OF CONTRACTING COMPANY, SITE ADDRESS,  
TELEPHONE AND FAX NUMBER)

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

**REPRESENTED BY:** .....

CONTRACT SITE :

CONTRACT VALUE :

DATE OF LOSS :

REPORTED TO SITE AGENT BY :

DATE :

REPORTED TO (Insurance Company) BY :

DATE :

Locality of Incident

How did the loss occur (cause)

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

Details and nature of loss or damage to Contract Works

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

Details of other property damaged

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

Name and address of witness

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

Estimated cost of repairs (Separate records of all costs must be kept)

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

Who or what appears to be responsible for the loss/damage

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

Person whom assessor should contact

.....  
.....

Telephone

SIGNED BY : .....

COMPANY .....

SIGNATURE : .....

---

**AD: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. UDM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to UDM in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

## AE: CONTRACT PARTICIPATION GOALS

### CONTRACT PARTICIPATION GOALS – CONSTRUCTION

#### 1. Objective

The objective of Nquthu Local Municipality's B-BBEE policy is to bring about meaningful transformation in the built environment construction industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Large Black Enterprises

#### 2. Contract Participation Goals

Contract Participation Goal (CPG) – the value of goods, services and works paid to one or more targeted enterprise(s) exclusive of the following:

- Cost of major strategic materials such as pipes, valves, pump sets, electrical switch gear, instrumentation, generator and gantry crane;
- All allowances, and any Value Added Tax or sales tax which the law requires the employer to pay to the contractor;

The CPG is expressed as a percentage of the contract amount. The special materials are to be defined and agreed upon prior to going out to tender.

Nquthu Local Municipality requires at least 30% Contract Participation Goals (CPG) of the value of goods, services and works paid to one or more targeted enterprises to comply with the 2017 Regulations pertaining to the Preferential Procurement Policy Framework Act.

#### 3. Applicability

The CPG target is applicable to all civil, building and related construction supply projects and sort of contracts for Contractors with a CIDB grading of 3CE/GB, 4 CE/GB or higher in the Civil Engineering and General Building classes of works and may be achieved through any of the following mechanisms/approaches:

- Joint Venture
- Partnership
- Sub-contracting

The requirements of a contract participation goal apply only to:

- a) Construction works contracts in the General Building (GB) and to Civil Engineering (CE) classes of construction works;
- b) construction works contracts of an estimated minimum project duration of 3 months;

It is envisaged that such mechanisms/approaches will involve two or more entities, one being an established or developed enterprise (or JV) and the other(s) being one or more targeted enterprise(s).

These are defined in the table below.

Intention is for skills to be transferred from the developed enterprise to the targeted enterprise hence joint ventures formed by two or more targeted enterprises are not desirable. Engaging sub-contractors will be a preferred method.

## Pre-qualification criteria for preferential procurement

Only targeted enterprise that meet one or more of the following criteria will be considered:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to-
  - (i) an EME or QSE which is at least 51% owned by black people;
  - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) an EME or QSE which is at least 51% owned by black people who are women;
  - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) a cooperative which is at least 51% owned by black people;
  - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
  - (viii) an EME or QSE.

***A Tenderer that fails to meet the above pre-qualifying criteria will be disqualified.***

**Preference to be given in all cases to targeted enterprises located within the boundaries of Nquthu Local Municipality in its 4 local municipalities.**

## 4. Application

- The CPG ratio calculation is to be based on the Tender Value (excluding VAT, contingencies and CPA) less the cost of special materials *[indicated as such in the tender document]* to be procured by the Contractor but including the Contractor's mark-up value of these materials.
- The distribution of the work according to the CPG ratio must be across the various levels of management, supervision, artisans and labour within the contract to ensure that a transfer of skills occurs at all these levels.

Example of CPG targets for Contractors:

Job Function / Work Package	Type of Enterprise	Maximum % Contract Value / Hours	Type of Enterprise	Minimum % Contract Value / Hours
Contracts Manager / Site Agent	Developed	70%	Targeted	30%
Foreman	Developed	70%	Targeted	30%
Skilled Labour	Developed	70%	Targeted	30%
Unskilled labour	Developed	70%	Targeted	30%
Labour	Maximise use and training of LOCAL LABOUR			
<b>Overall</b>	<b>Developed</b>	<b>70%</b>	<b>Targeted</b>	<b>30%</b>

- Specific construction activities, such as haulage, excavation and the like, may be allocated in total to targeted enterprises where this will enable these enterprises to become better established in these specialized activities.
- Rates paid to targeted enterprises must be no less than those paid to a developed enterprise to undertake the same task or function.

## 5. Reporting

For each monthly invoice submitted by the main Contractor, on a contract where the CPG target is applicable, the split between the Developed Enterprise(s) and the Targeted Enterprise(s) claim must be clearly articulated to enable the CPG targets to be easily and regularly monitored.



## 6. Eligibility Criteria

- For tenders where the CPG target is applicable, those that **do not** offer a minimum CPG of 30% **according to the requirements mentioned above** will be deemed **ineligible** but CPG should not be exceeding 40%.
- CIDB registration requirement for both main and targeted partner where applicable.
- Eligibility criteria for the Developed and Targeted enterprises shall be separated.
- The onus is on the developed enterprise to ensure that their targeted partner meets the criteria for targeted enterprises

### Eligibility criteria for Targeted Enterprise

1. Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle
2. CIDB registration >1 (GB, CE, ME and EB)
3. SARS registration and tax clearance
4. CIPC registration
5. Must be at least 51% Black-owned as an EME (exempted micro enterprise) or QSE (qualifying small business enterprise)

### Monitoring of Contractual Obligations

- Agreement between developed and target partner to be submitted within 14 days from date of award clearly providing detailed work packages to be performed by the targeted enterprise
- Payment Certificates from the targeted partner indicating work packages performed CIDB document
- Site visits
- Interviews with targeted partner's staff to cover:
- Confirmation that targeted partner has been paid for services rendered
- Confirmation of skills transfer
- Performance management

### Penalties for not achieving the minimum CPG or finishing late

In the case where the minimum CPG value of 30% is not achieved, the Contractor will be penalized as follows:

- The CPG amount not achieved in Rands will be multiplied by a factor of 0.7. The factored amount in Rands will be deducted from the Contractor's final certificate.
- The contractor is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.

### Annexes:

- a) Declaration by Targeted Enterprise
- b) Targeted Enterprise Company profile

## **Targeted Enterprise Declaration**

(To be completed separately for each Targeted Enterprise and attached hereto)

### **Targeted Enterprise Details**

Company Name: \_\_\_\_\_  
CIDB Registration No.: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Designation of Contact Person: \_\_\_\_\_  
Office No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Cellphone No.: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Ownership by Designated Black People**

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

### **Employee Details**

Number of permanent Employees other than the owner: \_\_\_\_\_

<b><u>Name</u></b>	<b><u>Identity No.</u></b>
_____	_____
_____	_____
_____	_____

***NB: Please attached copies of letters of employment***

### **Developed Enterprise / Main Contractor**

Company Name: \_\_\_\_\_  
CIDB Registration No.: \_\_\_\_\_

### **Project Description**

Tender No.: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

**Contract Participation for Targeted Enterprise**

Total value of Contract excluding VAT, Allowances, CPA: \_\_\_\_\_

Total value of contract participation by targeted enterprise: \_\_\_\_\_

Percentage (%) contract participation by targeted enterprise: \_\_\_\_\_

**Broad description of work to be performed by the targeted enterprise:**

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

**Declaration by Targeted Enterprise**

I/We, the undersigned warrant that:

- If \_\_\_\_\_ (developed enterprise) is successful in being awarded the above contract, I/we will enter into a formal sub-contract agreement.
- \_\_\_\_\_ (developed enterprise) does / does not have equity shareholding in targeted enterprise which is less than 20% in targeted enterprise  
(delete whichever is not applicable)
- I / We are duly authorised to sign on behalf of the targeted enterprise.

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

-----

**On behalf of the Developed Enterprise:**

I, the undersigned warrant that :

I am duly authorised to sign on behalf of the Developed Enterprise.

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness 1:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Signature)

**Witness 2:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Signature)

**DOCUMENTATION SCHEDULE: Summary of Tender Stage Proposal**

Name of Targeted Enterprise / Targeted Partner (Delete that whichever is not applicable)	Category <sup>1</sup>	COMPLETE AS APPLICABLE TO TENDERERS PROPOSAL AND ATTACH RELEVANT DOCUMENTS HERETO						Value of Participation (R)
		Targeted Enterprise / Targeted Partner Declaration Affidavit		Letters of Undertaking		Contract with Targeted Enterprise / Targeted Partner		
		Signed and Dated	Status <sup>3</sup>	Signed and Dated	Status <sup>3</sup>	Signed and Dated	Status <sup>3</sup>	

**NOTES:**

1. Insert one of the following: PC = prime contractor  
SC = subcontractor
3. Insert one of the following: SP = Contractor  
NS = not submitted  
JV = joint venture partner

**CONTRACT SCHEDULE FOR TARGETED ENTERPRISES**

<b>Name of Targeted Enterprise</b>	<b>Category <sup>1</sup></b>	<b>Targeted Enterprise B-BBEE Status</b>	<b>Scope of contract <sup>2</sup></b>	<b>Value of contract (excluding value added tax)</b>

1. Insert one of the following:  
PC = prime contractor  
SC = subcontractor  
SP = Contractor
2. Give broad description of Service / Goods

**Summary of 30% CPG Requirements for this tender**

<b>WORK PACKAGES IDENTIFIED TO ACHIEVE 30% CPG REQUIREMENTS</b>	<b>VALUE OF WORK</b>
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
Total Value of CPG Ex. Vat and Allowances	R
Tendered Value for works as per the Pricing Schedule on the Summary Page of the Activity Schedule	R
Percentage Participation (Total B-BBEE Value / Tendered Value * 100)	%

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

### NQUTHU LOCAL MUNICIPALITY

do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that  
(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid. in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to qualifying targeted enterprises. Failure to implement such commitments as outlined in the bid document and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Nquthu Local Municipality.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Nquthu Local Municipality in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Nquthu Local Municipality's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Nquthu Local Municipality, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Nquthu Local Municipality for a period not exceeding ten (5) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Nquthu Local Municipality and the Bidder); and Nquthu Local Municipality have the right to

terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname (Duly Authorised)	Signature	Date
---	-----------	------

Position	Name of Bidder
----------	----------------

Witness 1

Full Names & Surname	Signature	Date
----------------------	-----------	------

Witness 2

Full Names & Surname	Signature	Date
----------------------	-----------	------



## VOLUME 2 : CONTRACT

### TABLE OF CONTENTS

### Page

<b>C1:</b>	<b>AGREEMENTS AND CONTRACT DATA</b>		
<b>C1.1</b>	<b>FORM OF OFFER AND ACCEPTANCE</b>		<b>C.2 – C.6</b>
<b>C1.2</b>	<b>CONTRACT DATA</b>		<b>C.7 – C.12</b>
C1.2.1		CONDITIONS OF CONTRACT	C.7
		PART 1 : DATA TO BE PROVIDED BY THE EMPLOYER	C.7 – C.9
		PART 2 : DATA TO BE PROVIDED BY THE CONTRACTOR	C.10
		PART 3 : AMMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT (GCC 2015)	C.10
C1.2.2		AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1	C.11 – C.12
<b>C.2</b>	<b>PRICING DATA</b>		<b>C.13 – C.44</b>
C2.1		PRICING INSTRUCTIONS	C.13 – C.15
C2.2		BILL OF QUANTITIES	C.16 – C. 44
<b>C.3</b>	<b>SCOPE OF WORK</b>		<b>C.45 – C.126</b>
		CONTENTS	C.45
C3.1		STANDARD SPECIFICATIONS	C.46
C3.2		PROJECT SPECIFICATIONS	C.47 – C.67
B.1		AMENDMENTS TO THE STANDARD SPECIFICATIONS	C.68– C.101
B.2		PARTICULAR SPECIFICATIONS	C.102 – C.126
<b>C.4</b>	<b>SITE INFORMATION</b>		C.127
<b>C.5</b>	<b>ANNEXURES</b>		C.128
C5.1		DRAWINGS	C.129

## C1 AGREEMENTS AND CONTRACT DATA

### 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 the **NQULM12/2021-2022**  
**CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06.**

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 authorised, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

.....Rand (*In words*)

R..... (*in figures*)

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

**Signature:** (*of person authorized to sign the tender*): .....

**Name:** (*of signatory in capitals*): .....

**Capacity:** (*of Signatory*): .....

**Name of Tenderer:** (*organisation*): .....

**Address:** .....

.....

**Telephone number:** ..... **Fax number:** .....

**Witness:**

**Name / Signature:** .....

**Date:** .....

## ACCEPTANCE

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

The terms of the contract are contained in:

- Part C1 Agreements and contract data, (which include 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 the above listed parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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 securities, 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now 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.

### For the Employer:

**Signature:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Employer:** NQUTHU LOCAL MUNICIPALITY

**Address:** Lot 83 Mdlalose Street, NQUTHU, 3135

**Witness:**

**Name / Signature:** .....

**Date:** .....

## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the tender documents issued by the Employer before 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 becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

1. **Subject:** .....  
**Details:** .....  
.....
2. **Subject:** .....  
**Details:** .....  
.....
3. **Subject:** .....  
**Details:** .....  
.....
4. **Subject:** .....  
**Details:** .....  
.....

By the duly authorised representatives signing this 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**For the Tenderer:**

**For the Employer:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Name**

\_\_\_\_\_

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**Name and address of organisation:**

**Name and address of organisation:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witness Signature**

\_\_\_\_\_

\_\_\_\_\_

**Witness Name**

\_\_\_\_\_

\_\_\_\_\_

**Date**

\_\_\_\_\_

## CONFIRMATION OF RECEIPT

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

the \_\_\_\_\_ (day)

of \_\_\_\_\_ (month)

20 \_\_\_\_\_ (year)

at \_\_\_\_\_ (place)

**For the Contractor:**

.....  
**Signature**

.....  
**Name**

.....  
**Capacity**

**Signature and Name  
of Witness:**

.....  
**Signature**

.....  
**Name**

## C1.2 CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Third Edition 2015 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947 and [www.saice.org.za](http://www.saice.org.za)).

The General Conditions of Contract for Construction Works 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.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

#### VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

#### PART 1 : DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER	
1.1.13	The Defects Liability Period is:	12 months
1.1.1.15	The name of the Employer is:	Nquthu Local Municipality
1.1.1.26	The Pricing Strategy is:	Re-measurement
1.2.1.2	The address of Employer:	
	<u>Physical:</u>	<u>Postal:</u>
	Lot 83 Mdlalose Street	Private Bag X 5521
	NQUTHU, 3135	NQUTHU, 3135
	Telephone No: (034) 271 6100	Fax No: (034) 271 6111
1.1.1.16	Name of Engineer:	Grefs Holdings Consulting Engineers (GHCE) (Pty) Ltd
1.2.1.2	Address of Engineer:	
	<u>Physical:</u>	<u>Postal:</u>
	89 Mark Street	89 Mark Street
	Vryheid, 3100	Vryheid, 3100
	Telephone No : 087 821 6654 e-mail: gregory@grefsholdings.co.za	Fax No: 086 771 0675

REF. CLAUSE NO.	DATA BY EMPLOYER
5.3.1	<b>The documentation required before commencement with Works execution are:</b>
	<ul style="list-style-type: none"> <li>Initial programme (Refer to Clause 5.6)</li> <li>Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<b>The time to submit the documentation required before commencement with Works execution is:</b> 14/7 Days
5.8.1	<b>Non-working days are:</b> Sundays <b>The special non-working days are:</b> Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.
5.13.1	<b>The penalty for failing to complete the Works is:</b> the lesser of R2500 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day.
5.13.2	<b>The penalty for non-compliance during the contract or fraudulent disclosure is:</b> R500 excluding VAT per calendar day until the contractor becomes compliant.
5.16.3	<b>The latent defect period is:</b> 5 years
6.5.1.2.3	<b>The percentage allowances to cover overhead charges:</b> <ul style="list-style-type: none"> <li>10% of the gross remuneration of workmen and foremen actually engaged in the daywork; and</li> <li>10% on the net cost of materials actually used</li> </ul>
6.8.2	<b>Contract Price Adjustment</b> will not be applicable.
6.10.1.5	<b>The percentage advance on materials not yet built into the Permanent Works is:</b> 80% provided a cession in favor of the Employer is provided from both the supplier and the Contractor.
6.10.3	<b>The limit of retention money is:</b> 10% of each payment certificate up to a maximum of 5% of the offered total of prices excluding VAT.
6.10.4	<b>Payment period:</b> The Employer shall pay the amount due to the Contractor within 30 days of receipt by the Employer of the payment certificate signed by the Employers Agent.
8.6.1	<b>INSURANCE EFFECTED BY THE EMPLOYER</b> <p>The Employer will not provide any insurance.          The Contractor may request that the Contract Works Insurance, SASRIA Special Risks Insurance and Public Liability Insurance be included on the Employer's Insurance Policy. The cost of this insurance will then be for the Contractor's account and will be deducted from money due to the Contractor.          The Contractor will also be liable for the cost of any deductibles (first amount payable).</p> <b>INSURANCE EFFECTED BY THE CONTRACTOR</b> <p>a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:</p> <ol style="list-style-type: none"> <li>Contract Works, SASRIA and Public Liability Insurance;</li> <li>Insurance of Construction Plant and 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;</li> <li>Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COIDA) Act No 130 of 1993;</li> <li>Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00;</li> <li>Motor Vehicle Liability Insurance comprising (as a minimum) "balance of Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and</li> <li>Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract 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 the endorsement to the relevant Policies of Insurance.</li> </ol> <p>The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer</p>



	<p>the relevant Policies of Insurance.</p> <p>Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer may, on behalf of the Contractor, effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.</p> <p><b>CONTRACT WORKS AND SASRIA SPECIAL RISKS INSURANCE</b> – which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p><b>PUBLIC LIABILITY Insurance</b> – which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R 2,000,000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>The Employer shall pay the premium in connection with the insurance effected by the Employer and recover all costs associated therewith from money due to the Contractor.</p> <p>Any further clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Aon South Africa (Pty) Ltd, Telephone (031) 566 6000, e-mail <a href="mailto:carolrapson@aon.co.za">carolrapson@aon.co.za</a>, attention Carol Rapson.</p> <p>In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-</p> <ul style="list-style-type: none"> <li>(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telefax giving the circumstances nature and an estimate of the loss or damage or liability;</li> <li>(ii) complete a claims advice form available from the insurance brokers to whom the form must be returned without delay; and</li> <li>(iii) negotiate the settlement of claims with the Insurers through the Employer's insurance brokers and shall when required to do so obtain the Employer's approval of such settlement.</li> </ul> <p>The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.</p> <p>The Contractor will be liable for the amount of the deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.</p> <p>Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.</p>
<b>8.6.1.1.3</b>	R Nil.....
<b>10.5.3</b>	<b>The number of Adjudication Board Members to be appointed is: Nil</b>

**PART 2 : DATA TO BE PROVIDED BY CONTRACTOR**

REF. CLAUSE No	DATA BY CONTRACTOR						
1.1.1.9	Name of Contractor:						
1.2.1.2	Address of Contractor:						
	Physical: ..... Postal: .....						
	.....						
	.....						
	e-mail: .....						
	Telephone No: ..... Fax No:.....						
1.1.1.14	Time for achieving Practical Completion of the whole of the Works is: ..... (Max 28 weeks)						
6.2.1	The security to be provided by the Contractor shall be one of the following: <i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i>						
	<table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice Indicate "Yes" or No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum</td><td></td></tr> </tbody> </table> <p><b>Note that additional retention in lieu of surety will not be allowed.</b></p>	Type of Security	Contractor's choice Indicate "Yes" or No"	Cash deposit of 10% of the Contract Sum		Performance guarantee of 10% of the Contract Sum	
Type of Security	Contractor's choice Indicate "Yes" or No"						
Cash deposit of 10% of the Contract Sum							
Performance guarantee of 10% of the Contract Sum							

**C1.2.2 AGREEMENT IN TERMS OF SECTION 37(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 other 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

**CONTRACT NO: NQULM12/2021-2022** :  
**CONSTRUCTION OF BHEKUKUKHANYA CRECHE IN WARD 06**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the Act);

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

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.
5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**  
on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this  
the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## **C.2 PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

#### **1. GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

#### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

#### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

#### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

#### **5. PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered

to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

## **6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

## **7. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

## **8. MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

## **9. UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	number	PC sum	=	Prime cost sum
%	=	percent	Prov sum	=	Provisional sum

## **10. PRODUCT NAMES OR SIMILAR APPROVED**

Wherever reference has been made to product names, it also includes all similar UDM approved product names. Should alternative products be included, all relevant information to be supplied for approval by UDM.

**11. PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS:**

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

**12. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

CONTRACT NO: NQULM20/2023-2024  
 PROJECT: CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
 SECTION: PRELIMINARY AND GENERAL

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT R - c
	<b>SABS 1200 A</b>	<b>BILL NO.1</b>					
		<b>PRELIMINARY AND GENERAL</b>					
	<b>8,3</b>	<b>SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS</b>					
1,1	8.3.1	Contractual Requirements		Sum	1		
	8.3.2	Establishment of Facilities on the Site :					
	8.3.2.1	Facilities for Engineer (SABS 1200 AB)					
1,2		c) Nameboard		No	2		
	8.3.2.2	Facilities for Contractor					
1,3		a) Offices and storage sheds		Sum	1		
1,4		b) Workshops		Sum	1		
1,5		e) Ablution and latrine facilities		Sum	1		
1,6		f) Tools and Equipment		Sum	1		
1,7	8.3.3	Other Fixed-charge obligations		Sum	1		
1,8	8.3.4	Removal of Site Establishment		Sum	1		
	<b>8,4</b>	<b>SCHEDULED TIME-RELATED ITEMS</b>					
1,9	8.4.1	Contractual Requirements		Sum	1		
	8.4.2.2	Facilities for Contractor					
1,10		a) Offices and storage sheds		Sum	1		
1,11		b) Workshops		Sum	1		
1,12		e) Ablution and latrine facilities		Sum	1		
1,13		f) Tools and equipment		Sum	1		
1,14	8.4.3	Supervision for Duration of Construction		Sum	1		
1,15	8.4.4	Company and head office overhead costs for		Sum	1		
1,16	8.4.5	Duration of the Contract		Sum	1		
	<b>8,7</b>	<b>DAYWORKS</b>					
		<b>Labour</b>					
1,17		a) Foreman		hr	5		
1,18		b) Skilled		hr	5		
1,19		c) Unskilled		hr	5		
1,20		d) Surveyor		hr	5		
1,21		e) Material acceptance testing		Prov Sum	1	R 5 000,00	R 5 000,00
1,22		Contractor's markup on item 21		%			
1,23		f) For use at the Instruction of the Engineer		Prov Sum	1	R 100 000,00	R 100 000,00
1,24		Contractor's markup on item 23		%			
1,25		e) Liaison Officer		Prov Sum	1	R 28 000,00	R 28 000,00
1,26		Contractor's markup on item 25		%			
1,27		f) Appointment of Student (ARE)		Sum	1	R 63 000,00	R 63 000,00
1,28		Contractor's markup on item 27		%			
1,29		g) Allowance for PSC		Prov Sum	1	10 000,00	10 000,00
1,30		Contractor's markup on item 29		%			
		<b>PLANT</b>					
1,31		a) Backactors					
1,32		i) TLB		hr	5		
		ii) 1 KW , 22 TON		hr	5		
1,33		b) Compactors					
		i) Pedestrian vibrator roller (Bomag 111 or similar)		hr	5		
1,34		ii) Self propelled vibro roller (Bomag 210 or similar)		hr	5		
1,35		i) 6m3 tip truck		hr	5		
1,36		ii) 9000 L Watercart		hr	5		
<b>TOTAL CARRIED FORWARD:</b>							



ITEM	REF	DESCRIPTION		UNIT	QTY	RATE		AMOUNT R - c
TOTAL BROUGHT FORWARD:								
	<b>8,8</b>	<b>TEMPORARY WORKS</b>						
1..37	8.8.2	Accommodation of traffic		Sum	<b>1</b>			
	8.8.4	Existing services						
1,38		c) Excavate by hand in soft material to expose services		m³	<b>5</b>			
1,39	PSA1	As-built Plans		Sum	<b>1</b>			
1,40	AH 14.1	Prepare of risk assessment, safe work procedures, the project H & S plan, the provision of PPE		Sum	<b>1</b>			
1,41	AH 14.2	Full compliance with H & S matters during the construction period		Sum	<b>1</b>			
1,42	AH 14.3	Submission of a copy of the Health and safety file to the Client at the end of the contract		Sum	<b>1</b>			
		<b>Provision for EPWP</b>						
1,43		Extra over sub-item for branding of EPWP PPE		Sum	<b>1</b>			
		<b>PROVISION FOR TRAINING</b>						
1,44		General Skills Training		Person days of Training	<b>165</b>			
1,45		Allowance for CEITS skills training of local labour		Prov. Sum	<b>1</b>	R	10 000,00	R 10 000,00
1,46		Handling cost and profit in respect of sub-item 1.8.2 above.		%	<b>10000</b>			
1,47		Training Venue (only if required)		Prov. Sum	<b>1</b>	R	5 000,00	R 5 000,00
1,48		Transport and accomodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum)		Prov. Sum	<b>1</b>	R	10 000,00	R 10 000,00
1,49		Handling cost and profit in respect of sub-item 1.48 above.		%	<b>15000</b>			
		<b>CPG MENTOR</b>						
1,50		Provide the Provisional Sum to pay for "Enterprise Development Support" of targeted sub-contractors, on an adhoc basis at the sole discretion of Nquthu Local Municipality.		Prov. Sum	<b>1</b>	R	150 000,00	R 150 000,00
1,51		Handling cost and profit in respect of sub-item 1.50 above.		%	<b>150000</b>			
TOTAL CARRIED FORWARD TO SUMMARY:								

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** EARTHWORKS

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
	SABS 1200 C	<b>BILL NO. 2</b> <b>EARTHWORKS</b> For Preambles refer to 'Model Preambles to All Trades'  <b><u>SUPPLEMENTARY PREAMBLES</u></b> <b><u>Proprietary items or materials</u></b> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent  <b><u>Nature of Ground</u></b> Classification of material other than "soft excavation" shall be agreed with the Engineer before excavation can commence. The Contractor shall inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature.  For the purpose of the contract all material will either be classed as soft, intermediate , hard rock or Boulder Class A  No differentiation will be made between soft and Boulder Class B excavation. The Contractor will be expected to make his own assessment in this regard and to price the rates accordingly No claim for rock excavation will be entertained unless the Contractor has has timeously notified the Engineer thereof prior to backfilling.  <b><u>Classes of excavation</u></b> Boulder excavation Class B - shall be classified as soft excavation  <b><u>Carting away of excavated material</u></b> Description of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavation or, alternatively, from stock piles situated on the building site.  <b><u>Dewatering of excavations</u></b> The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise  Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water  <b><u>Site clearance</u></b> Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc  Stripping average 150mm thick layer of top soil and stockpiling on site  <b><u>EXCAVATION OTHER THAN BULK</u></b> <b><u>Excavation in earth not exceeding 2m deep</u></b> Reduced levels under floors  Trenches  Holes  <b><u>Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 98% Mod AASHTO density</u></b> Exceeding 0.5m and not exceeding 1.5m deep for placing and removing formwork to walls etc 500mm away from excavated face					
2,1		Site clearance	LI	m2	911		
2,2		Stripping average 150mm thick layer of top soil and stockpiling on site		m2	911		
2,3		<b><u>EXCAVATION OTHER THAN BULK</u></b>					
2,4		<b><u>Excavation in earth not exceeding 2m deep</u></b>	LI	m3	101		
2,5		Trenches	LI	m3	240		
2,6		Holes	LI	m3	1		
2,7		Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 98% Mod AASHTO density	LI	m2	5		
TOTAL CARRIED FORWARD							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** EARTHWORKS

ITEM NO	Ref	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
2,8		<u>Extra over trench and hole excavations in earth for excavation in</u> Hard Rock		m3	5		
2,9		<u>Extra over all excavations for carting away</u> Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor		m3	100		
2,10		<u>Risk of collapse of excavations</u> Sides of trench and hole excavations not exceeding 1.5m deep	LI	m2	10		
2,11		<u>Keeping excavations free of water</u> Keeping excavations free of all water other than subterranean water		Item	1		
2,13		<u>EARTH FILLING, ETC.</u> <u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u> Backfilling to trenches, holes, etc	LI	m3	55		
2,14		<u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u> Under floors		m3	50		
2,15		<u>Compaction of surfaces</u> Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density		m2	100		
2,16		<u>Prescribed density tests on filling</u> Modified AASHTO Density test		No	5		
2,17		<u>Soil insecticide</u> Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	LI	m2	335		
2,18		To bottoms and sides of trenches etc	LI	m2	500		
TOTAL CARRIED FORWARD TO SUMMARY							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** CONCRETE, FORMWORK AND REINFORCEMENT

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 3</b> <b>CONCRETE, FORMWORK AND REINFORCEMENT</b>  For Preambles refer to 'Model Preambles to All Trades'  <u><b>SUPPLEMENTARY PREAMBLES</b></u> <u><b>Propriety items or materials</b></u>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent  <u><b>Tests</b></u> The unit rate for concrete shall not include for the cost of testing  As the concrete used on this contract will involve small quantities the Engineer will decide when testing is to be done. The Contractor is however required to provide a minimum of 3 moulds and to make the tests  <u><b>Formwork</b></u>  Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use  The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself  <u><b>UNREINFORCED CONCRETE</b></u> <u><b>10MPa/19mm concrete</b></u> 3,1 Surface blinding under footings and bases  <u><b>REINFORCED CONCRETE</b></u> <u><b>25MPa/19mm concrete</b></u> 3,2 Surface beds on waterproofing 3,3 Stairs including landings, beams and inverted beams 3,4 Stub columns 3,5 Ramps 3,6 Concrete Apron 3,7 Concrete Walkway 3,8 V-drain  <u><b>Thickening under surface bed</b></u> 3,9 30MPa/19mm concrete 3,10 Slabs including beams and inverted beams  <u><b>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</b></u> <u><b>25MPa/19mm concrete</b></u> 3,11 Strip footings 3,12 Pad footings 3,13 Surface beds  <u><b>TEST BLOCKS</b></u> 3,14 Making and testing 150 x 150 x 150mm concrete strength test cube	LI	m3	2,5		
				m3	50		
				m3	0		
				m3	0		
				m3	0		
				m3	5		
				m3	10		
				m3	3		
				m3	0		
				m3	15		
				m3	0,5		
				m3	0,5		
				No	6		
<b>TOTAL CARRIED FORWARD</b>							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** CONCRETE, FORMWORK AND REINFORCEMENT

ITEM NO	Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		<u>CONCRETE SUNDRIES</u>				
		<u>Finishing top surfaces of concrete smooth with a wood float</u>				
3,15		Surface beds, slabs, etc	m2	124		
3,16		Tread and risers	m2	5		
		<u>Finishing top surfaces of concrete smooth with a steel trowel</u>				
3,17		Surface beds, slabs, etc to falls	m2	51		
		<u>Finishing top surfaces of concrete smooth with a power float</u>				
3,18		Surface beds, slabs, etc	m2	500		
		<u>FORMWORK</u>				
		<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>				
		<u>Rough formwork to sides</u>				
3,19		Pad footings	m2	22		
3,20		Sloping ramps	m2	9		
3,21		Edges, risers, ends and reveals not exceeding 300mm high or wide	m	215		
3,22		Sloping and stepped outer edges of stairs not exceeding 300mm high extreme	m	6		
		<u>Rough formwork to soffits</u>				
3,23		Stairs with sloping soffits	m2	3		
		<u>Rough formwork to sides and soffits</u>				
3,24		Slabs propped up not exceeding 1,5m high	m2	87		
		<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>				
		<u>Smooth formwork to sides</u>				
3,25		Square stub columns in foundations	m2	21		
		<u>MOVEMENT JOINTS</u>				
		<u>Saw-cut joints</u>				
3,26		3,2mm x 30mm Deep saw cut joints in top of concrete	m	117		
		<u>Isolation joints with 10mm polystyrene including 10 x 10mm polysulphide bead between vertical brick and/or concrete surfaces</u>				
3,27		10mm Joints not exceeding 300mm high	m	89		
		<u>REINFORCEMENT</u>				
		<u>Plain round mild steel bar reinforcement and high yield deformed steel bar reinforcement, including hoisting or lowering and fixing in position complete</u>				
3,28		6mm to 40mm Diameter bar reinforcement	t	0,5		
		<u>Fabric reinforcement</u>				
3,29		Type 193 fabric reinforcement in concrete surface beds, slabs etc.	m2	250		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: NQULM20/2023-2024  
 PROJECT: CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
 SECTION: MASONRY

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 4</b>					
		<b>MASONRY</b>					
		<u>FOUNDATIONS</u>					
		<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>					
4,1		Half brick walls		m2	15		
4,2		One brick wall		m2	60		
		<u>SUPERSTRUCTURE</u>					
		<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>					
4,3		One brick walls		m2	300		
		<u>Brickwork of NFP bricks in class I mortar in load bearing walls, etc</u>					
4,4		Half brick walls		m2	55		
4,5		Half brick walls in beamfilling		m2	34		
		<u>BRICKWORK SUNDRIES</u>					
		<u>Bagging of 1:3 cement and sand mixture</u>					
4,6		On brick walls, piers, etc.		m2	250		
		<u>Brickwork reinforcement</u>					
4,7		75mm Wide reinforcement built in horizontally		m	30		
4,8		150mm Wide reinforcement built in horizontally		m	1000		
		<u>Fabconor equal approved pre-stressed fabricated lintels</u>					
4,9		100 x 70mm Lintels in lengths not exceeding 3m		m	100		
		<u>Turning pieces</u>					
4,10		250mm Wide turning piece to lintols etc.		m	55		
		<u>Galvanised hoop iron cramps, ties, etc</u>					
4,11		1,6mm x 30mm Hoop iron cramps 500mm long with one end fixed to timber frame and other end built into brickwork		No	30		
		<u>Air bricks etc</u>					
4,12		229 x 76mm Clay vermin proof air brick		No	30		
		<u>Air blocks etc</u>					
4,13		229 x 76mm Air block		No	20		
TOTAL CARRIED FORWARD TO SUMMARY							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** WATERPROOFING

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 5</b> <b>WATERPROOFING</b> For Preambles refer to 'Model Preambles to All Trades'					
		<b><u>SUPPLEMENTARY PREAMBLES</u></b>  <b><u>Waterproofing</u></b>  Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs  <b><u>Propriety items or materials</u></b>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent  <b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b> <b><u>One layer of 375 micron "Consol Plastics Brikgrip DPC"</u></b> <b><u>embossed damp proof course or equal approved</u></b> In walls					
5,1				m2	50		
		<b><u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting or equal approved sealed at laps with "Gunplas Pressure Sensitive Tape"</u></b> Under surface beds					
5,2				m2	250		
		<b><u>Prepare and apply two coats 'Brixal' bitumen emulsion waterproof compound or equal approved</u></b> On bagged brick walls					
5,3				m2	250		
		<b><u>JOINT SEALANTS ETC</u></b> <b><u>Silicone rubber base one component sealing compound</u></b> In joints in steel frames and brickwork or concrete surfaces					
5,4				m	150		
		<b><u>Polysulphide sealing compound including backing cord, bond breaker, primer, etc.</u></b> 3,2 x 30mm In saw cut joint in floors					
5,5				m	60		
5,6		10 x 100mm In isolation joints		m	40		
TOTAL CARRIED FORWARD TO SUMMARY							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** ROOF COVERINGS, ETC

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 6</b>  <b>ROOF COVERINGS, ETC</b>  For Preambles refer to 'Model Preambles to All Trades'  <u><b>SUPPLEMENTARY PREAMBLES</b></u>  <u><b>Proprietary items or materials</b></u>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent  0.6mm 'Chromadek' IBR or similar approved roof sheeting and accessories, fixed to timber purlins with 'Posidrive' or similar approved roof screws in accordance with the manufacturer's specifications:					
6,1	5.1.1	0.6mm Aloe Green' IBR roof sheeting with 15deg. pitch.		m <sup>2</sup>	375		
6,2	5.1.2	Aloe Green' ridge capping to match roof sheeting and applied to manufacturer's specifications.		m	35		
		Roof and wall insulation. 'Sisalation 405 Multi Purpose' or similar approved insulation, suspended on 2mm galvanised wires, fixed to purlins @ 300mm c/c:					
		Insulation to classroom		m <sup>2</sup>	240		
	5.2	<b>RAINWATER</b>					
6,3	5.2.1	<u>125mm Continuously rolled aluminium square guttering. Fixed with aluminium gutter brackets for fascia fixing.</u>		m	70		
6,4	5.2.2	125mm Circular downpipe complete with downpipe connection, offset combination, shoe and downpipe clips for fixing to wall.		No	2		
6,5	5.2.3	5000 L Coloured polyethylene (LDPE) heavy duty water tank complete		No	2		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							



**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** CARPENTRY AND JOINERY

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 7</b> <b>CARPENTRY AND JOINERY</b>  (d) The tenderer's attention is drawn to the fact that the detail drawings included at the back of these Bills of Quantities are the required design of the roof structure. It will still be the contractor's duty to see that the overall size and bearing points of the trusses meet with the architectural drawings and the completed wall structure. The manufacture and transportation of the roof trusses bracing, etc. shall be in accordance with SABS 0243 and under control of a registered Engineer. It shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been constructed according to the plans and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative/ Agent/ Engineer.  (e) If the Contractor's supplier decided on an alternative design, the design manufacture and the transportation of the roof trusses, bracing, etc. shall be in accordance with SABS 0243 and under the control of a registered Engineer. It shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative/ Agent/ Engineer. The manufacturers must supply a complete set of all drawings with the necessary structural and erection details on the drawings and must submit it to the Representative/ Agent/ Engineer, before the Contractor start with any work related to the roof structure. After approval of the drawings by the Representative/ Agent/ Engineer, the Contractor may order the material and continue with the work on the roof structure. An approved set of A1 hardcopy drawings and in electronic format must be handed to the Representative/ Agent/ Engineer to be included in his set of "As-built" drawings after completion of the contract.  <u>ROOF STRUCTURE CONSTRUCTION</u> <u>The work comprises the complete design, fabrication, supply and installation of the Roof Structure Construction.</u> <u>The Timber Roof Construction Sub-Contractor shall provide all materials (such as nails, ties, trusses, rafters, bracing, painting of exposed timbers, purlins, etc), equipment, labour, services and Engineer's Certificate necessary for the complete and efficient operation of the Installation, all in strict accordance to the architect's approval.</u>					
7,1		Roof area measured flat on plan		m2	240		
7,2		<u>Sawn softwood</u> 114 x 38mm Wall plates		m	30		
7,3		<u>DOORS, ETC</u> <u>Meranti doors</u> 44mm Thick single door, size 900 x 2100mm high solid horizontally slatted door		No	6		
7,4		44mm Thick double door, size 1800 x 2840mm high solid horizontally slatted door		No	2		
7,5		44mm Thick double door, size 2400 x 2800mm high solid horizontally slatted door		No	1		
7,6		40mm Thick single door, size 900 x 2100mm high horizontally slatted door		No	5		
7,7		40mm Thick double door, size 1600 x 1500mm high horizontally slatted door. complete		No	5		
<b>TOTAL CARRIED FORWARD</b>							

CONTRACT NO: NQULM20/2023-2024  
 PROJECT: CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
 SECTION: CARPENTRY AND JOINERY

ITEM NO	Ref	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
		<u>FRAMED FRAMES, ETC</u>					
		<u>Wrought Hardwood</u>					
7,8		50 x 90mm Rebated frames plugged to suit 900 x 2100mm high door		No	18		
7,9		50 x 90mm Rebated frames plugged to suit 1800 x 2840mm high double door		No	2		
7,10		50 x 90mm Rebated frames plugged to suit 2400 x 2800mm high double door		No	1		
		<u>EAVES, VERGES, ETC</u>					
		"Everite" medium density plain nutec-cement					
7,11		12 x 300mm Fascia with plastic H-profile joint strips, screwed timber with brass screws		m	25		
		<u>JOINERY SUNDRIES</u>					
		<u>Wrought Hardwood</u>					
7,12		3500 x 300mm Slatted bench of 32 x 32mm slats at 90mm centres screwed to and including 4No. 30 x 25 x 2mm galvanised mild steel brackets bolted to wall with 50 x 19mm bearer to outer edge at 450mm hangers with M10 rawl bolts		No	2		
		<b>KITCHEN AND FURNITURE</b>					
		<u>Supply, delivery and Installation of Kitchen cuboards</u>					
7,13		Supply and delivery of Cuboards Supa Wood Doors White melamine internals rustenburg granite tops as per relevant drawing.		Prov Sum	1		
7,14		Supply and installation of Sanitary fittings for kitchen including builders work,sink,taps, blumbing etc complete.		Prov Sum	1		
7,15		Supply and install 4 plate stove - piece Built in Stainless steel.		No	1		
		Supply and install Defy 400liter fridge		No	1		
		<u>Supply of furniture</u>					
		<u>Adult chairs</u>					
7,16		Black Alpine Plastic Chairs (Weight: 3,2kg for adults)		No	20		
		<u>Tables</u>					
7,17		Elite 6 Seater Table - Black (1350 x 850 x 730mm)		No	4		
7,18		Sunny Kids Small Table		No	25		
		<u>Mainhall chairs</u>					
7,19		Black Alpine Plastic Chairs (Weight: 2,2kg for children)		No	200		
TOTAL CARRIED FORWARD TO SUMMARY							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** CEILINGS, PARTITIONS AND ACCESS FLOORING

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 8</b> <b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>  For Preambles refer to 'Model Preambles to All Trades'  <b>SUPPLEMENTARY PREAMBLES</b> <b>Propriety items or materials</b>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent  <b>Fixing</b>  Unless otherwise described all carpentry and joinery work shall be deemed to be fixed complete with all sawn timbers spiked on and all wrought timbers nailed on. Other methods of fixing are specially described as follows: a. "Bolted on" shall mean fixed with bolts, the bolts and the holes elsewhere measured b. "Plugged" shall mean fixed with hardened steel nails or with spikes or wire nails as is suitable for the member concerned to and including hardwood plugs set in brickwork, blockwork or concrete c. "Plugged and screwed" shall mean fixed with screws to and including patent fibre or plastic plug set in brickwork, blockwork or concrete d. "Plugged and palleted" shall mean plugging as last described and screwing with the heads of screws sunk and pelleted with pellets of same timber as that being fixed, glued in  <b>Branding</b> Branding shall be nailed and in addition be tied with a wire tie every third junction to the support structure  <b>Bulkheads</b> Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features  Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings  Unless otherwise described bulkheads shall be deemed to be horizontal along the length  <b>NAILED UP CEILINGS</b> <b>25mm Isoboard ceiling</b> 8,1 Suspended ceilings including 38 x 38mm sawn softwood branding at 600mm centres and connections to hall roof truss supports m2 210 8,2 Ablution block ceilings including 38 x 38mm sawn softwood branding at 600mm centres and connections to roof truss supports m2 5 8,3 4mm Thick "Rhino Board" gypsum plasterboard 75mm Coved cornices m 60 8,4 <b>Doors</b> Extra over partition for single door size 570 x 1800mm high including ironmongery, frame, etc complete No 1					
TOTAL CARRIED FORWARD TO SUMMARY							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** IRONMONGERY

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 9</b> <b>IRONMONGERY</b> For Preambles refer to 'Model Preambles to All Trades'  <u><b>SUPPLEMENTARY PREAMBLES</b></u> <u><b>Propriety items or materials</b></u>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent  <u><b>Finishes to ironmongery</b></u>  Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:  BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded  <u><b>Fixing</b></u>  Unless otherwise described all ironmongery shall be deemed to be fixed to timber, complete with and including matching screws:  a. "Bolted on" shall mean fixed with bolts  b. "Plugged" shall mean fixed with matching screws to and including hardwood plugs set in brickwork, blockwork or concrete  <u><b>SUNDRIES</b></u> <u><b>Kimberly Clark or equally approved</b></u>					
9,1		Stainless steel towel hooks		No	7		
9,2		Professional Deca roll toilet tissue dispenser ref: 328898 overall size 278 x 123 x 300mm high		No	8		
9,3		Professional series 1 folded towel dispenser ref: 099060, overall size 338 x 149 x 479mm high		No	2		
9,4		Professional series 1 twinpak skincare soap dispenser ref: 921950, overall size 184 x 110 x 264mm high		No	3		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** METALWORK

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 10</b> <b>METALWORK</b>  For Preambles refer to 'Model Preambles to All Trades'  <u><b>SUPPLEMENTARY PREAMBLES</b></u>  <u><b>Propriety items or materials</b></u>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent  <u><b>Descriptions</b></u>  Descriptions of bolts shall be deemed to include nuts and washers  Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete  Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described  <u><b>STEEL HANDRAILS, BALUSTRADES, ETC.</b></u> <u>Welded handrails to ramp</u> Supply and install 1000mm high raking mild steel balustrade to concrete ramp and siars with top and bottom rail, vertical post with head piece to match and foot piece including fixing to surfaces with bolts,nuts, plates, grouting, etc as per architect's approval  <u><b>PRESSED STEEL FRAMES</b></u> <u>1,2mm Rebated frames suitable for half brick walls</u> <u>including hinges complete</u> Frame for door size 900 x 2100mm high  <u><b>ALLUMINIUM WINDOWS, DOORS, ETC.</b></u> <u>Aluminium type windows glazed with 4mm clear</u> <u>float / obscure glass (elsewhere measured) and fixed to</u> <u>brickwork, concrete, etc. including ironmongery complete</u> <u>to manufacturers detail</u> Window (SS22) size 673 x 978mm high  Window (SS32/SS32) size 987 x 978mm high  Window (SS34) size 987 x 1911mm high  Window (SSA36) size 987 x 2845mm high  Window (SSA46) size 1302 x 2845mm high  Window (SS52) size 1616 x 978mm high  Aluminium type type windows glazed with 4mm clear float / obscure glass (elsewhere measured) and fixed to brickwork, concrete, etc. including ironmongery complete to manufacturers detail  Window (NE1) size 533 x 654mm high  Window (NE2) size 1022 x 654mm high  Window (ZNC4) size 1873 x 949mm high  <u>Aluminium type windows glazed with 4mm clear</u> <u>float / obscure glass (elsewhere measured) and fixed to</u> <u>brickwork, concrete, etc. including ironmongery complete</u> <u>to manufacturers detail</u>  Fixedlight 6 panes wide x 2 panes high window size 2400 x 854mm high					
10,1				m	15		
10,2				No	8		
10,3				No	1		
10,4				No	4		
10,5				No	2		
10,6				No	12		
10,7				No	2		
10,8				No	3		
10,9				No	9		
10,10				No	1		
10,11				No	3		
10,12				No	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

**CONTRACT NO:** NOULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** PLASTERING

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 11</b> <b>PLASTERING</b> For Preambles refer to 'Model Preambles to All Trades'					
		<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
		<b><u>Propriety items or materials</u></b> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent					
		<b><u>INTERNAL PLASTER</u></b> <b><u>Cement plaster on brickwork</u></b>					
11,1		On walls	LI	m2	820		
11,2		On narrow widths	LI	m2	25		
		<b><u>EXTERNAL PLASTER</u></b>					
		One coat cement plaster on brickwork					
11,3		On walls		m2	450		
		<b><u>GRANOLITHIC</u></b>					
		Untinted granolithic on concrete with Class I finish					
11,4		30mm thick on floors and landings		m2	35		
11,5		Skirting 150mm high covered at junction with floor		m	30		
TOTAL CARRIED FORWARD TO SUMMARY							

**CONTRACT NO:** NQULM20/2023-2024  
**PROJECT:** CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
**SECTION:** TILING

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 12</b> <b>TILING</b> For Preambles refer to 'Model Preambles to All Trades'  <b>SUPPLEMENTARY PREAMBLES</b>  <b>Propriety items or materials</b>  Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent  <b>WALL TILING</b> <u>600 x 600mm Johnson ceramic wall tiles to plaster (plaster elsewhere measured). Apply approved adhesive to the background using a notched floor trowel. Grout with white approved anti-bacteria grouting 5mm wide (colour to be confirmed by architect).</u> On splashbacks					
12,1		1. Materials (nett area) - R 100.00/m2 PC amount of R /m2 2. Proportion of rate adjustable related to PC amount (e.g: waste, etc.) - R 3. Proportion of rate not adjustable (e.g:labour,etc.) - R TOTAL (to rate column)- R  <b>FLOOR TILING</b> <u>600 x 600mm Johnson ceramic tiles fixed with adhesive and with 4mm joints in both directions and flush pointed with tinted waterproof jointing compound and sealed as per manufacturer's specifications (colour to be confirmed by engineer).</u> On floors and landings		m2	5		
12,2		1. Materials (nett area) - R 100.00/m2 PC amount of R /m2 2. Proportion of rate adjustable related to PC amount (e.g: waste, etc.) - R 3. Proportion of rate not adjustable (e.g:labour,etc.) - R TOTAL (to rate column) - R		m2	240		
12,3		Skirting 150mm high 1. Materials (nett area) - R 100.00/m2 PC amount of R /m2 2. Proportion of rate adjustable related to PC amount (e.g: waste, etc.) - R 3. Proportion of rate not adjustable (e.g:labour,etc.) - R TOTAL (to rate column) - R		m	100		
TOTAL CARRIED FORWARD TO SUMMARY							

CONTRACT NO: NQULM20/2023-2024  
 PROJECT: CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
 SECTION: GLAZING

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>BILL NO. 14</b>					
		<b>GLAZING</b>					
		For Preambles refer to 'Model Preambles to All Trades'					
		<u>GLAZING TO STEEL WITH PUTTY</u>					
		<u>4mm Clear float glass</u>					
14,1		Panes exceeding 0,5m2 and not exceeding 2m2		m2	19		
14,2		Panes exceeding 2m2 and not exceeding 4m2		m2	43		
		<u>4mm Obscure glass</u>					
14,3		Panes exceeding 0,5m2 and not exceeding 2m2		m2	1		
		<u>TOPS, SHELVES, DOORS, MIRRORS, ETC.</u>					
		<u>6mm Silvered float glass copper backed mirrors with</u>					
		<u>polished edges fixed with 38 x 3mm Chromed mirror</u>					
		<u>screws at minimum 400mm centres along all edges</u>					
14,4		<u>Mirror 500 x 900mm high</u>		No	7		
TOTAL CARRIED FORWARD TO SUMMARY							



CONTRACT NO: NQULM20/2023-2024  
 PROJECT: CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
 SECTION: PAINTWORK

ITEM NO	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
15,1		<p><b>BILL NO. 15</b>  <b>PAINTWORK</b>            For Preambles refer to 'Model Preambles to All Trades'</p> <p><b>SUPPLEMENTARY PREAMBLES</b></p> <p><u>Propriety items or materials</u></p> <p>Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent</p> <p><u>SABS Specifications</u></p> <p>Matt or eggshell decorative paint for interior works: SABS 515</p> <p>High gloss enamel paint: SABS 630 Grade I</p> <p>Primers for wood for external work: SABS 678 Type I</p> <p>Primers for wood for internal work: SABS 678 Type III</p> <p>Zinc chromate primers for steel: SABS 679 Type I</p> <p>Undercoats for paints (except emulsion paint): SABS 681 Type 1</p> <p>Aluminium paint: SABS 682 Grade II</p> <p>Roof paints: SABS 683 Type B (oil based)</p> <p>Structural steel paint: SABS 684 Type B</p> <p>Wash primer (mech etch): SABS 723</p> <p>Road marking paint: 731 part 1</p> <p>Varnish for interior use: SABS 887 Type I</p> <p>Roof paints: SABS 940 (emulsion based)</p> <p>Emulsion paints: SABS 1227 (textured: interior / exterior)</p> <p>Alkali - resistant primer: SABS 1416</p> <p>Emulsion paints: SABS 1586 (gloss, semi-gloss, matt : interior / exterior)</p> <p>Calcium plumbate primer: SABS 5912</p> <p><u>DESCRIPTIONS</u></p> <p>Descriptions of paintwork shall be deemed to include for all cutting in</p> <p><u>PAINT SPECIFICATIONS</u></p> <p>All painting shall be done in accordance with "Plascon-Evans" specifications</p> <p><u>PAINTWORK ETC TO NEW WORK</u></p> <p><u>ON FLOATED PLASTER</u></p> <p><u>One coat 'Plaster Primer' and two coats 'Plascon Velvaglo'</u>  <u>or equal approved paint</u></p> <p>On internal walls - wet area</p>		m2	150		
TOTAL CARRIED FORWARD							

CONTRACT NO: NQULM20/2023-2024  
 PROJECT: CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)  
 SECTION: PAINTWORK

ITEM NO	Ref	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
15,2		<u>One coat 'Plaster Primer' and two coats 'Plascon Double Velvet' or equal approved paint</u> On internal walls	LI	m2	250		
		<u>One coat "Dulux Trade Alkali Resistance Primer" and two coats "Dulux Trade 100 Low Sheen" paint or equal approved exterior quality paint</u> On external walls		m2	290		
15,3		<u>ON PLASTERBOARD</u> <u>One coat 'Plascon Wall and All' (thinned) pure Acrylic paint and one coat 'Plascon Wall and All' or equal approved paint</u> On extruded polystyrene board		m2	150		
15,4		<u>ON METAL</u> <u>One coat 'Plascon Professional High Build Zinc Phosphate Primer' or equal approved primer</u> On backs of door frames		m	21		
15,5		<u>One coat 'Plascon Professional High Build Zinc Phosphate Primer' and two coats 'Plascon Water based enamel' paint or equal approved paints</u> On door frames		m2	7		
15,6		On windows (both sides measured flat)		m2	100		
15,7		<u>ON WOOD</u> <u>One coat 'Plascon Woodcare Pre treatment' or equal approved primer</u> On backs of frames, linings, skirtings, etc not exceeding 300mm wide	LI	m	33		
15,8		Prepare and prime with one coat 'Plascon Woodcare Pre treatment' and two coats 'Plascon Woodcare Interior' water based wood varnish to be matt finish or equal approved varnish On doors (both sides measured flat)	LI	m2	80		
15,9		On door frames	LI	m2	7		
15,10		On open slatted shelves, seats, etc of 32 x 32mm slats at 90mm centres (both sides measured over the full flat area)		m2	3		
15,11		On shelves		m2	10		
TOTAL CARRIED FORWARD TO SUMMARY							

[illegible]

[illegible]

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

### **SUMMARY OF BILL OF QUANTITIES**

SECTION 1	PRELIMINARIES.....	R.....
SECTION 2	EARTHWORKS.....	R.....
SECTION 3	CONCRETE, FORMWORK & REINFORCEMENT.....	R.....
SECTION 4	MASONARY.....	R.....
SECTION 5	WATERPROOFING.....	R.....
SECTION 6	ROOF COVERINGS.....	R.....
SECTION 7	CARPENTRY AND JOINERY.....	R.....
SECTION 8	CEILINGS, PARTITIONS AND ACCESS FLOORING.....	R.....
SECTION 9	IRONMONGEY.....	R.....
SECTION 10	METALWORK.....	R.....
SECTION 11	PLASTERING.....	R.....
SECTION 12	TILING.....	R.....
SECTION 14	GLAZING.....	R.....
SECTION 15	PAINTWORK.....	R.....
SECTION 17	ELECTRICAL WORK.....	R.....
SECTION 18	EXTERNAL WORKS .....	R.....

<b>SUBTOTAL – A</b> .....	<b>R</b> .....
ADD CONTINGENCIES 10%.....	R.....
<b>SUBTOTAL – B</b> .....	<b>R</b> .....
ADD VAT@ 15%.....	R.....
<b>GRAND TOTAL</b> .....	<b>R</b> .....

SIGNED ON BEHALF OF TENDERER: .....

## **C3 SCOPE OF WORK**

### **CONTENTS**

#### **C3.1 STANDARD SPECIFICATIONS**

#### **C3.2 PROJECT SPECIFICATIONS**

##### **A : GENERAL**

- PS.1 Project Description
- Ps.2 Description Of The Site And Access
  - PS.2.1 Location of Site
  - PS.2.2 Access to Site
  - PS.2.3 Nature of the Ground and Subsoil Conditions
- PS.3 Construction And Management Requirements
  - PS.3.1 General
  - PS.3.2 Employment of Labour
  - PS.3.3 Construction Programme
  - PS.3.4 Drawings
  - PS.3.5 Quality Assurance (QA)
  - PS.3.6 Site Establishment
  - PS.3.7 Health and Safety
  - PS.3.8 Management of the Environment
  - PS.3.9 Abnormal Climatic Conditions
  - PS.3.10 Drawings of Record

##### **B1 : AMENDMENTS TO THE STANDARD SPECIFICATIONS**

##### **PSA GENERAL**

##### **B2 : ADDITIONAL PARTICULAR SPECIFICATIONS**

- PA OHSA 1993 HEALTH AND SAFETY SPECIFICATION
- PB ENVIRONMENTAL MANAGEMENT PLAN
- PC EPWP REQUIREMENTS**

### C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

SABS 1200 A:	General (1986)
SABS 1200 AB:	Engineers Office (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 DB:	Earthworks (Pipe Trenches) (1989)
SABS 1200 DK:	Gabions and Pitching (1996)
SABS 1200 GA:	Concrete (Small Works) (1982)
SABS 1200 L:	Medium-Pressure Pipelines (1983)
SABS 1200 LB:	Bedding (Pipes) (1983)
SABS 1200 LE:	Stormwater drainage (1982)

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications

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 10396:2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

Other documents:

The latest edition of "Standards and Guidelines" from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors

General Conditions of Contract 2015 (third edition, 2015) Obtainable from the SA Association of Consulting Engineers



## **C3.2 PROJECT SPECIFICATIONS**

### **STATUS**

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

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

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

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.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

### **PART A: GENERAL**

#### **PS.1 PROJECT DESCRIPTION**

The project involves the construction of a creche which includes space provided for an open seating/standing space, an office, a kitchen, a storeroom and change-rooms; a public toilet building, and a gravel surfaced parking area. The works include bulk earthworks, surface water drainage, water and sewer plumbing and fencing.

#### **PS.2 DESCRIPTION OF THE SITE AND ACCESS**

##### **PS.2.1 Location of Site**

The project is in the KwaZulu Natal Province within Nquthu Local Municipality under the area called Nondweni in Ward 6 which is approximately 36 km from Nquthu Technical offices in the Easterly direction. The site is located near rural residential houses and a school. The project coordinates are 28°10'45.29"S; 30°50'27.33"E.

##### **PS.2.2 Access to Site**

Access to the sites can be obtained by traveling through Nquthu town using the P362 road to get to Bkekukukhanya Creche.

##### **PS.2.3 Nature of the Ground and Subsoil Conditions**

The site is underlain by Dwyka Tillite at depth. Shallow soils comprise a layer of greybrown clayey sand to around 0,5m, grading into reddish residuum to around 1,0m. The DCPs confirmed medium dense consistencies and generally good founding conditions are anticipated at nominal depth (0,75m) depending on the exact position of the structure. The Contractor will be expected to make his own assessment in this regard and to price the rates accordingly.

### PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

#### PS.3.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. 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.3.2 Labour Intensive Competencies of Supervisory and Management Staff

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 2006, are registered for training towards, the skills programme outlined in Table 1.

**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

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

#### PS.3.3 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the labour force which is at present underemployed.

To this end it will be expected of the Contractor to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above

mentioned form will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Engineer.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Engineer by the 10<sup>th</sup> of each month.

The definition of youth being determined by age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

Labour intensive construction will be used to implement the Works and will include all of the following operations: -

- (a) All trenching and backfilling of trenches. Excavation in hard, unpickable material and rock will be done by machine and blasting respectively;
- (b) All laying and bedding of pipework. The contractor is required to train local labour in the laying of these pipes;
- (c) Bedding, including the short haul by wheel barrow at a maximum distance of **100m**, of imported stockpiles placed alongside the trench;
- (d) Construction of manholes, valve chambers, gabion basket filling, erosion protection measures etc;
- (e) Manufacturing of pipe route markers on site; and
- (f) Steel fixing, shutter hand work and minor concrete works.

Plant may be used to deliver bedding to the trench at **100m** intervals from where labour must be used to load, haul and off-load the material using wheelbarrows. **The use of a machinery for this activity will not be permitted.**

All work to be executed by labour intensive methods will be demarcated as **(LI)** in the bill of quantities. Any work so designated or specified in this specification as being done labour intensively but which is not executed by labour, notwithstanding any payment made to the labour, will not be paid for.

### Labour Return : (Current Month)

	Total		Adults				Youth (<35 yrs)				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days
Clerical	0	0												
Labourers	0	0												
Managerial	0	0												
Semi-skilled	0	0												
Skilled	0	0												
Supervisor	0	0												
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

### Expenditure

(All excl VAT)

	Previous Total	This Cert	Total to Date
Value paid to locally sourced labour resources			R -
Amount paid for accredited training			R -
Amount paid for non-accredited training			R -

### SMME Schedule

Name of SMME	SMME Information		PROJECT Information			
	No of Permanent Employees	Turnover previous 12 months	Total person days to date	Amount paid to SMME	Person days locally sourced	Total value of work

The data sheets must be submitted monthly irrespective of whether or not a payment certificate is submitted in terms of the latest cash flow.

**P.S.3.3.1 Payment for the Labour-Intensive Component of the Works:**

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.

**P.S.3.3.2 Applicable Labour Law**

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, 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. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

**P.S.3.3.3 Introduction**

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.

In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;
- (b) “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “*worker*” means any person working in an elementary occupation on a EPWP;
- (d) “*elementary occupation*” means any occupation involving unskilled or semi- skilled work;
- (e) “*management*” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “*task*” means a fixed quantity of work;
- (g) “*task-based work*” means work in which a worker is paid a fixed rate for performing a task;
- (h) “*task-rated worker*” means a worker paid on the basis of the number of tasks completed;
- (i) “*time-rated worker*” means a worker paid on the basis of the length of time worked.

**P.S.3.3.4 Terms of Work**

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

**P.S.3.3.5 Normal Hours of Work**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - a. more than forty hours in any week
  - b. on more than five days in any week; and
  - c. 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.
- (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.

**P.S.3.3.6 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.

**P.S.3.3.6 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.

**P.S.3.3.7 Daily Rest Period**

- (a) Every worker is entitled to a daily rest period of at least twelve 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.

**P.S.3.3.8 Weekly Rest Period**

- (a) 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").

**P.S.3.3.9 Sick Leave**

- (a) Only workers who work for more than 24 hours 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
  - (j) absent from work on more than two occasions in any eight-week period.
- (k) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (l) 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.

**P.S.3.3.10 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.
- (e) A worker may begin maternity leave –

- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
  - a. 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
  - b. if agreed to between employer and worker; or
  - c. 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.
- (h) 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.

**P.S.3.3.11 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 –
- (d) the employee's spouse or life partner;
- (e) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**P.S.3.3.12 Statement of Conditions**

An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

**P.S.3.3.13 Keeping Records**

Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.
- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

**P.S.3.3.14 Payment**

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R150.00 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) 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.

- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
  - a. at the workplace or at a place agreed to by the worker;
  - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
  - a. the period for which payment is made;
  - b. the numbers of tasks completed or hours worked;
  - c. the worker's earnings;
  - d. any money deducted from the payment;
  - e. the actual amount paid to the worker.
- (i) 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.
- (j) 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.

**P.S.3.3.15      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 –
  - a. repay any payment except an overpayment previously made by the employer by mistake;
  - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - c. pay the employer or any other person for having been employed.

**P.S.3.3.16      Health and Safety**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
  - a. work in a way that does not endanger his/her health and safety or that of any other person;
  - b. obey any health and safety instruction;
  - c. obey all health and safety rules of the EPWP;
  - d. use any personal protective equipment or clothing issued by the employer;
  - e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**P.S.3.3.17      Compensation for Injuries and Diseases**

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP 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.

**P.S.3.3.18 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 the 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.
- (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.

**P.S.3.3.19 Certificate of Service**

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

**P.S.3.3.20 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**P.S.3.3.21 Provision of Handtools**

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

**P.S.3.3.22 Reporting**

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

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
  - (b) Certified ID copies of all locally employed labour
  - (c) Signed Contracts between the employer and the EPWP Participants
  - (d) Attendance Registers for the EPWP Participants
  - (e) Monthly Reporting Template as per EPWP requirements
  - (f) Plant utilization returns
- Progress report detailing production output compared to the programme of works

**P.S.3.3.23 Labour-intensive works**

Labour-intensive works comprise the activities such as those described in SANS 1921-5,

Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### **PS.3.4 Construction Programme**

##### **(a) 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.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

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.

##### **(b) 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 of the General Conditions of Contract 2015.

#### **PS.3.5 Drawings** *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Engineer to complete the drawings of record shall be made available to the Engineer before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

**PS.3.6 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.3.7 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.3.8 Blasting**

No blasting shall be carried out for the execution of the Works without the prior consent of the Engineer. This consent will not be given where in the opinion of the Engineer blasting may give rise to unnecessary risk of damage to surrounding property and other means of excavation are available to the Contractor. Where consent to blasting is given such consent shall in no way relieve the Contractor of any of his liabilities under the Contract.

No blasting will be permitted within 10 m of any structure, pipeline or service 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 structure, pipeline or service. The Engineer may then ask for vibro-readings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom, Telkom or other servitudes or way leaves unless the relevant authorities have been advised in writing three weeks prior to blasting. Where blasting is carried out the Contractor shall arrange for a representative of the relevant authority to be present prior to and during the blast.

The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

**PS.3.9 Spoil Sites** *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The spoil sites shall be determined on site in conjunction with the Engineer. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer.

**PS.3.10 Testing** *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

(a) 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.

(b) 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.3.11 Site Establishment** *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

This contract is to be executed in a rural tribal area (Mbatha and Nsimbi Tribal Authority). All due courtesy must be exercised in so far as local resources are concerned (labour and materials). Water abstraction for example from a local source for construction purposes must first be discussed and agreed with the Inkosi.

The Engineer will facilitate all communication with the tribal authority.

(a) Water and Electricity

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

Water will be made available for hydraulic testing purposes only. All other water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

A suitable site will be indicated at the Site Inspection. The contractor will need to allow for the fencing of the site.

Watchmen only may be housed on site.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that the camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

(c) Telephone

The contractor shall make his own arrangements in this regard. Cellular phone coverage is available in the area as are the normal land line facilities provided by Telkom.

**PS.3.12 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 survey 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.3.13 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.

No work may proceed on road crossings under the provincial main roads until the necessary approvals are in place as confirmed by the Engineer. All work within the road reserve shall comply with the specifications of the Provincial Department of Transport as will be issued to the Contractor by the Engineer.

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.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

**PS.3.14 Health and Safety** *(Read with SANS 1921 - 1: 2004 clause 4.18)*

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2

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.

The Contractor's failure to comply will also be recorded on the Umzinyathi District Municipal data base and will affect the award of adjudication points to the Contractor on future work tendered for.

**PS.3.15 Requirements for Accommodation of Traffic** (Read with SANS 1921 - 2 : 2004 )

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.

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.

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.

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.

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.

**PS.3.16 Management of the Environment** (Read with SANS 1921 - 1 : 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

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.

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as

detailed in the Particular Specifications, will be adhered to.

Failure to adhere to the EMP in all respects will be recorded on the Umzinyathi District Municipal database and will affect the award of adjudication points to the Contractor on future work tendered for.

### **PS.3.17 Abnormal Climatic Conditions**

No extension of time for completion shall be granted for normal rainfall but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the contract plus any granted extension thereof:

$$V = (Nw - Nn) R_w / R_n \text{ .....if } (Nw - Nn) > 0$$

The symbols have the following meanings respectively:

- $V$  = Extension of time in calendar days in respect of the calendar month under consideration.
- $Nw$  = Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
- $Nn$  = Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month
- $R_w$  = Actual rainfall recorded for the calendar month.
- $R_n$  = Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of  $R_n$  and  $N_n$  shall be used.

The factor  $R_w / R_n$  shall be deemed to be fair allowance for days on which wet conditions disrupted or prevented work but on which a rainfall of 10mm or more was not recorded. If the value of  $R_w / R_n$  exceeds 2,5 it shall be taken as 2,5.

If  $Nw$  for any month is smaller than  $Nn$  the formula to be used shall be:

$$V^1 = (Nn - Nw)$$

The total extension of time for completion shall be the sum of the values of

$V$  minus the sum of the values of  $V^1$ .

Total extension of time =  $V - V^1$ .

The following are the most reliable values of Nn and Rn available and shall be used unless other values are mutually agreed upon beforehand:

Source of information : Weather Beureau, Department of Transport  
Rainfall Station : Mahlabatini  
Period : 1932 – 1940

Month	Nn	Rn
January	3	121.7
February	2	103.7
March	2	92.0
April	1	49.4
May	0	24.6
June	0	14.0
July	0	16.8
August	0	18.9
September	1	47.3
October	3	88.4
November	3	112.0
December	3	117.4

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

- b) Should an extension of time be granted by the Engineer the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities. The amount of reimbursement shall be calculated as follows:

No of days extension of time granted

Total number of working days in the Contract X Total for time related P&Gs

### PS.3.18 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

Included in the information to be provided by the contractor shall be the co-ordinated position of all above ground visible features including:

- Manholes;
- Valve positions including air, isolating valves and scour valves; and
- All change of direction in the pipe alignment including tees.



## **PS. 4 PROJECT REQUIREMENTS**

### **PS4.1 SITE CLEARANCE , EXCAVATION AND FREE-HAUL**

Top soil and other removed material shall be placed within the site boundaries, at a place indicated by the Local Authority in writing. In the case where the Local Authority requires disposing of material further away from the site, the Employer's approval shall first be obtained and Local Authority shall be consulted and approval in writing obtained to use the designated dumping place. The same applies for borrow areas outside the site boundaries. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. shall apply.

The free-haul distance shall be the entire site of works, for each project.

The contractor shall not incur any overhaul or "extra over" expenses without the written approval of the Engineer.

The overhaul distance shall be defined as the truck-haul distance measured to the nearest 0,5 km from the end of the free-haul to the disposal / borrow pit area, by the shortest practical route and shall be measured in one direction only.

**No additional payment will be made for provision of access to the sites.**

### **PS 4.2 CUT AND FILL FOR BUILDING PLATFORMS**

**Buildings shall be constructed completely in cut, with a minimum underfloor backfill.** Should the contractor wish to construct on fill, he shall allow at his own cost, for longer columns and higher foundation walls to allow for **founding on in-situ material**. Access and ease of access into the building for the intended use shall remain unaltered. The Contractor shall arrange independent compaction tests, before any building is taking place, at his own cost. Building work shall be removed if there is any doubt whatsoever regarding the compaction. At least 3 evenly distributed places per site shall be tested, once off, after completion of the platform or infill. Water for compaction shall be provided by the Contractor at his own cost.

### **PS 4.3 COMPACTION OF UNDER FLOOR FILL**

All top soil, unsuitable material and vegetation shall be removed from the building area. Suitable non-cohesive, granular backfill material shall be compacted in thin, even layers of thickness relevant to the method/machinery used, at OMC to a minimum of 95 % of Mod. AASHTO maximum density. The contractor shall only import material if absolutely necessary. He shall obtain approval from the borrow pit owner in writing before using it, or obtain mining rights where applicable. Water for compaction, shall be supplied by the Contractor, at his own cost.

### **PS 4.4 EXISTING SERVICES**

The Contractor shall contact the Engineer immediately if he discovers existing services that are in the way of the works, so that it can be avoided if at all possible. If existing services are damaged, the Contractor shall repair it as a matter of urgency at the indicated rate, even if it costs significantly more. He will not receive additional compensation in such case.

### **PS 4.6 WATER SUPPLY PIPE**

Only SABS approved HDPE and uPVC pipe to be used. Trench depth to be determined to allow for bedding where required and 1800 mm cover for bulk. Grading of the trench shall be as such that the pipe will have no local high points between air valves/outlets, in other words, must rise continuously from the lowest points to the air valves/outlets. The Contractor shall use a dumpy level to verify this and to locate the air valves. The same applies for scour valves but obviously

the other way round. The trench “pegging” cost shall be included under the excavation cost. Long sections may be provided by the Engineer or Employer as a guide only. Trenching, bedding and selected fill as per SABS 1200 DB and LB. The trench width for pipe diameters of 300 mm and less shall be minimum pipe diameter plus 500mm (250 mm side allowance) to allow adequate working space for proper jointing and laying of pipe, but shall not be wider than pipe diameter plus 600 mm

#### **PS 4.8 CONCRETE AND FLOORS**

Water for building purposes and for the Contractor's use, shall be supplied by the Contractor, at his own cost.

Cement shall be OPC and shall conform to SABS 471. A blended mix with up to 25% PFA shall only be used following the written approval of the Engineer. Cement used shall not be older than 3 months for reinforced concrete works and older than 6 months for mass concrete. The slump of concrete mixes shall be 30- 80 mm. Curing shall take place for at least 7 days or as specified. Concrete shall be adequately compacted/vibrated but separation of material must be avoided. For structural concrete, refer to the detailed specifications on the plans regarding slump, curing, removal of formwork etc.

Floors and walls shall be constructed as such that water will not reach or stand in the passages/walkways or anywhere on the floor. Water shall also not reach or stand against any of the inside walls. Where openings are to be made to drain water, it shall be as such that it will not block, but at the same time it shall be rodent proof.

Keyed construction joints shall be placed as such that it will not be underneath walls. Where it has to cross walls perpendicularly, construction joints shall also be provided in the walls. Keyed construction joints shall be made around supports, to join construction joints in the floors.

##### **Foundations**

**All foundations for buildings shall be minimum 300 mm deep and 500 mm wide regardless of detail provided on plans.**

Light reinforcement shall be placed in foundations comprising three Y12 rods 75 mm from the trench bottom and 100 mm from the sides with the third rod in the bottom middle. The main reinforcement shall be held firmly in place by 75 mm concrete spacers attached to the rods with binding wire. R8 distribution steel, crossing each outer main steel member by 30 mm, thus 360 mm long for a 500 wide foundation, shall be tied to the main steel at 500 mm intervals.

Minimum overlap shall be 600mm. Hooks shall be provided at corners and intersections with walls, with minimum hook length 600 mm. The Engineer shall be consulted for further detail. Work shall not be accepted where the Engineer has not approved the reinforcement prior to concreting.

##### **Wood floated finish**

The surface shall only be wood floated sufficiently to produce a uniform surface free from screed or towel marks and shall conform with SABS 1200 G.

##### **Steel-floated finish**

The moisture film shall be allowed to harden sufficiently to prevent laitance from being worked to the surface. Where steel floating with a non-slip surface is specified, the surface shall still be

smooth after making it non-slip and shall not be abrasive at all. Under no circumstances may a cement slush be used during the floating process.

#### **Casting of concrete**

No concrete shall be cast without the prior inspection of preparation work by the Engineer (except for thrust blocks)

### **PS 4.9 BLOCK AND BRICK WORK**

The strength of blocks shall be not less than 3,5 MPa for hollow units and 7 MPa for solid units. Only SABS approved blocks shall be allowed.

Blockwork shall comply with the standards as set out in the “Standards and Guidelines” manual of the NHBRC. Stretcher bond with 10-15 mm final bed joint thickness and 5 to 20 mm vertical joint thickness shall be used. The mortar bedding shall be full in the case of hollow blocks for the foundation layers and DPC courses. Joints shall be finished flush. Hollow units to be filled with concrete around door frames. Where internal walls are jointed flush with outside walls, wall ties shall be used as per specification in the above named manuals. Corners shall be constructed using the raking back (stepped) method and shall be fully bonded.

**Light reinforcement shall be placed in the brick/blockwork over and above the normal brick force regardless of detail on plans.** The reinforcement shall comprise R6 rods, overlapping minimum 300 mm and bend around corners with minimum hook length 300 mm. The reinforcement shall not cross expansion joints. Two rods shall be placed per layer, each 30 mm from the inside and outside face of the wall respectively, for three layers immediately above DPC and window/door level. Rods shall be provided with hooks at doors, expansion joints and openings. Full mortar cover shall be provided.

**Controlled expansion joints in the walls, with concertina ties at 400 mm vertical spacing, shall be provided at maximum 8 m spacing regardless of detail provided on plans. The joints shall coincide with controlled expansion joint through the concrete roof.**

The joints in the roof slabs shall comprise 1000 mm long Y12 rods in the center of the slab at 200 mm intervals, 500 mm into each slab. A 600 mm long elastic plastic pipe of good fit shall be fitted on one side and sealed at the end. The other end shall penetrate the adjoining slab by 100 mm. Work shall not be accepted where the Engineer has not approved the reinforcement prior to concreting. The joints shall be formed with 10 mm bitumen impregnated soft board and shall be sealed water tight both sides with an approved elastic sealant.

### **PS 4.11 PAINTWORK**

The final colour shall be agreed upon between the contractor and the participants of the specific project. Refer to paint specifications on the plans

#### **PS 4: 12 COMMISSIONING AND ACCEPTANCE**

The Contractor shall be responsible to commission all equipment and put in readiness for use.

The hand over/acceptance of equipment shall be preceded by a forty-eight (48) hour trial run (where applicable) by the Contractor to enable him to prove to the Engineer that all equipment and plant as a whole perform to requirements.

Where after the equipment shall be run by the Contractor as directed by the Engineer for a further period of approx five (5) days during which thorough inspection, testing, etc of all equipment will take place to be evaluated for acceptance by the Engineer. The Contractor shall schedule this period such as to allow himself enough time to remedy, replace etc unsatisfactory work, equipment etc and still meet the final completion date.

Costs incurred by the Engineer for all unsuccessful acceptance tests will be borne by the Contractor.

When the Contractor has completed all work and the plant subsequently performs to the requirements, then the contractor shall supply all manuals and drawings as called for. Thereupon a certificate of commissioning will be issued and a portion of the retention released. The guarantee period then commences.

#### **PS 4:19 FINAL COMPLETION DATE**

On final completion all work in terms of the contract shall be completed. A certificate of completion will be issued.

#### **PS 4:20 MAINTENANCE OBLIGATIONS**

The Contractor shall maintain all equipment provided in a good working order during the defects liability period.

The defects liability period shall commence on the day following final completion.

The Employer reserves the right to undertake any emergency repair work during the defects liability period without the prior consent of the Contractor. The Engineer has the right to decide whether an emergency exists and shall notify the Contractor accordingly. Should this emergency repair work be caused by poor materials, faulty workmanship or neglect on the part of the Contractor, the Employer may deduct the cost of the repairs from the outstanding retention money owing to the Contractor.

After the satisfactory completion of the guarantee period, the final certificate will be issued and all retention money releases.

## **PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

### **INTRODUCTION**

In certain clauses in the Standard Specifications, allowance is made for 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 Part B1 of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed "PS" and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

Additional particular specifications are also included in Part B2 and are prefixed "P" and numbered alphabetically.

## **PART B1: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

### **PSA            GENERAL**

#### **PSA.1        MATERIALS (3)**

##### **PSA 1.1     QUALITY (3.1)**

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

#### **PSA.2        PLANT (4)**

##### **PSA.2.1     PLANT FOR CONSTRUCTION PURPOSES (No reference)**

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

##### **PSA.2.2     CONTRACTOR'S CAMP (4.2)**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements with the Local Authority regarding the housing of his employees and transporting them to site.

The Contractor shall provide in locations approved by the Engineer, adequate sanitary facilities for the use of all persons engaged on the Works. Such conveniences, which shall comply with Local Authority regulations, shall be maintained in a clean and hygienic condition and shall be properly secluded from public view and their use shall be strictly enforced.

The Contractor shall make his own arrangements with the municipal authorities for any bucket removals and shall bear all the costs in connection with such service. On removal of such conveniences the sites thereof shall be left in a clean, sanitary and tidy condition.

#### **PSA.3        PERSONAL & OTHER PROTECTIVE EQUIPMENT (SECTIONS 8/15/23 OR THE OHS ACT)**

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

#### **PSA.4**

#### **EPWP SIGNBOARD**

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

#### **PSA.5**

#### **COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

(i) To be available on site daily between the hours of 07h30 and 16h30 and at other

time as the need arises. His normal working day will extend from morning until 17h30 in the afternoon.

- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
  - (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
  - (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
  - (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
  - (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
  - (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
  - (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
  - (ix) To keep a daily written record of his interviews and community liaison.
  - (x) To attend monthly site meetings to report on labour and RDP matters.
  - (xi) All such other duties as agreed upon between all parties concerned.
  - (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).
- (b) Payment for the community liaison officer  
A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.
- (c) Period of employment of the community liaison officer  
The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

## **PSA.6 COMMUNITY PARTICIPATION.**

### **PSA.6.1 PURPOSE**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

### **PSA.6.2 STRUCTURE AND COMPOSITION**

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

### **PSA.6.3 PROCEDURES**

PSA.6.3.1 The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

PSA.6.3.2 The PLC shall make recommendations by consensus. If consensus cannot be reached,



the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

**PSA.6.4**      **TASKS OF THE PLC**

- 2.4.1      To assist with community liaison and resolution of disputes.
- 2.4.2      To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- 2.4.3      To advise on and monitor labour issues.
- 2.4.4      To assist in resolving labour disputes.

**PSA.6.5**      **ASSISTANCE TO THE PLC**

- PSA.6.5.1**      The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

**PSA.7**      **UNEMPLOYMENT INSURANCE FUND**

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

**PSA.8**      **WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

**PSA.9**      **LABOUR-INTENSIVE CONSTRUCTION METHODS**

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

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

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

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

Subject to considerations of occupational health and safety, the portions of the Works to

be executed using labour-intensive construction methods are:

- ☐ Clearing and grubbing of the Site;
- ☐ Excavation for structures up to 1,5 m deep;
- ☐ Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- ☐ Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- ☐ Dismantling and re-erection of fences;
- ☐ Mixing and placing of concrete;
- ☐ Construction of all brickwork required for structures; and
- ☐ Cleaning and tidying up of the Site.

**PSA9.1**      **MATERIAL**

Where possible, the contractor shall source material from within ## km of the site utilizing local labour. The material which may be sourced from site includes:  
Rock for gabions and stone pitching

**PSA9.2**      **TASK BASED ACTIVITIES**

Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

**PSA.10**      **REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME**

**PSA10.1**      **EPWP PROJECT SPECIFICATION**

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

**PSA.11**      **EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

Requirements for the sourcing and engagement of labour.

**PSA.11.1**      Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

**PSA.11.2**      The rate of pay for the EPWP is set by the UDM in consultation with the community leaders.

**PSA.11.3**      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.

**PSA.11.4**      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 11.3.

**PSA.11.5**      The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in

construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

- PSA.11.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- a) 55 % women;
  - b) 55% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.

**PSAB            ENGINEER'S OFFICE**

**PSAB.1        MATERIAL   (3)**

**PSAB.1.1     NAMEBOARDS   (3.1)**

The Contractor shall supply two nameboard in accordance with the details indicated in this document.

The board shall be placed in a position designated by the Engineer.

**This board shall remain the property of the Contractor who shall dismantle and remove the said board on completion of the contract.**

**PSAB.1.2**      **OFFICE BUILDINGS** (3.2)

No facilities are required for the Engineer.

**PSAB.1.3**      **PLANT** (4)

No telephone facilities are required by the Engineer.

**PSC**            **SITE CLEARANCE**

**PSC.1**        **MATERIALS** (3)

**PSC .1.1**      **DISPOSAL OF MATERIAL** (3.1)

Suitable spoil sites will be located on site by the Engineer and confirmed by the issue of a site instruction. The Contractor may not make his own arrangements in this regard without the written approval of the Engineer.

**PSC.2**        **CONSTRUCTION** (5)

**PSC.2.1**      **AREAS TO BE CLEARED AND GRUBBED** (5.1)

Areas to be cleared and grubbed shall be classified as follows:

a)            General Clearing and Grubbing

Any areas requiring particular clearing and grubbing must be agreed with the Engineer prior to any such clearing taking place. Any area cleared without the consent of the Engineer will not be measured in terms of this Clause and may result in further action being taken against the Contractor in terms of any contravention with the environmental management plan. Where the Engineer has instructed that clearing must take place or is required, it shall be measured as a strip 3m wide.

**PSD                    EARTHWORKS**

**PSD.1                MATERIALS    (3)**

**PSD .1.1            CLASSIFICATION FOR EXCAVATION PURPOSES    (3.1)**

Classification of material other than "soft excavation" shall be agreed with the Engineer before excavation may be commenced.

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

For the purpose of this contract all material will either be classed as, intermediate, hard rock or Boulder Class A.

No differentiation shall be made between "intermediate" and "Boulder Class B" excavation.

**PSD.1.2            Classes of excavation    (3.1.2)**

- a) In all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90% to 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"
- e) Boulder excavation Class B - Shall be classified as intermediate excavation

**PSD.2                CONSTRUCTION    (5)**

**PSD.2.1            Conservation of Topsoil (5.2.1.2)**

Topsoil stripping shall be 150mm and the material shall be conserved separately for re-use as specified in the environmental management plan.

**PSD.2.2            Disposal    (5.2.2.3)**

All excess material shall be disposed of at the designated spoil sites leveled in layers not exceeding 300 mm and compacted to 90% MOD AASHTO density.

**PSD.2.3            Erosion Control Berms (Add new Clause 5.2.3.3)**

Where instructed by the Engineer, earth berms shall be constructed to the dimensions shown on the drawings or to the detail instructed by the Engineer. The berms shall comprise excess fill material from the trench, shall be hauled by wheelbarrow, placed and shall be hand stamped in layers not exceeding 150mm. The berms shall be slightly overfilled before being be shaped to the detail shown on the drawings. The material shall wherever possible be sourced within the freehaul distance of 500m. After completion, the Engineer may instruct the Contractor to construct un-grouted, handpicked and packed stone pitching along the upstream edge of the berm.

**PSD.2.4 Sandbag Protection to Pipe Trench (Add new Clause 5.2.3.4)**

Where instructed by the Engineer, 25kg sandbags made from woven polypropylene shall be filled with selected fill material as specified in SABS 1200 LB and placed in a stretcher bond pattern around the pipe. The bags shall be firmly packed and hand stamped into place and shall be keyed a minimum of 500mm into the side wall of the trench. Where specified, the selected fill material shall first be brought to optimum moisture and then stabilized by the addition of 1% cement.

**PSD.2.5 EPWP Construction Methods**

The generic labour-intensive specification below is the same as sans 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

**SCOPE**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a. Trenches having a depth of less than 1.5metres
- b. Stormwater drainage
- c. Low-volume roads & sidewalks

**PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the scope of works to this contract, the requirements of this specification shall prevail.

**HAND EXCAVATEABLE MATERIAL**

Hand excavatable material is material:

- a. granular materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b. cohesive materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1.: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very Soft	Geological pick head can easily be pushed in as the shaft of the handle.
loose	Small resistance to penetration by sharp end a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end a geological pick.	Firm	Indented by thumb with effort; sharp end of a geological pick can be pushed in upto 10 mm; very difficult to mould with fingers: can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pock: requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil: cannot be moulded by fingers.
Very Dense	High Resistance to repeated blows of a geological pick.	Very Stiff	Indented by thumb-nail with difficulty: slight indentation produced but blow of a geological pick point.

#### **Trench Excavation**

All hand excavatable material in trenches having a depth of less than 1.5 metres shall be excavated by hand.

#### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) Such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more that 10% gravel of size less that 10mm and contains no isolated boulders, or
- c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **Excavation**

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The Excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand

**PSD.3 MEASUREMENT AND PAYMENT**

- PSD.3.1 Erosion Control Berms .....Unit (m<sup>3</sup>)
- The rate shall include for all costs to source the material, remove any oversized material, load, haul within the freehaul, offload, spread, overfill, compact and trim to the finished dimensions shown on the drawings.
- PSD.3.2 Sandbag Protection to Pipe Trench..... Unit (No)
- The rate shall include for all costs to supply the 25kg bags, select material, fill bags, place in restricted areas and hand stamp.
- PSD.3.3 Extra-Over Sandbag Protection for Stabilisation.....Unit (No)
- The rates shall include all extra costs to ensure that the material is at optimum and to supply and mix cement at 1%.
- PSD.3.4 Extra over sub-item for excavation by hand using hand tool .....cubic metre (m<sup>3</sup>)
- Measurement shall be as specified for pay item 22.01 of the standard specifications.  
The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators.



**PSDB EARTHWORKS (PIPE TRENCHES)**

**PSDB.1 MATERIALS (3)**

**PSDB.1.1 CLASSES OF EXCAVATION (3.1)**

The classification of excavated materials shall be as specified in Subclause 3.1 of SABS 1200 D and PSD.1.2.

**PSDB.1.2 CONTROL OF WATER (4.2)**

The Contractor may encounter some seepage water in some of the trench excavation. No separate payment will be made for measures required to deal with this water.

**PSDB.2 CONSTRUCTION (5)**

**PSDB.2.1 MINIMUM BASE WIDTHS (5.2)**

The trench width for pipe diameters of 300 mm and less shall be minimum pipe diameter plus 500mm (250 mm side allowance) to allow adequate working space for proper jointing and laying of pipe, but shall not be wider than pipe diameter plus 600 mm

**PSDB.2.2 TRENCH BOTTOM (5.5)**

*Add* "When the trench bottom is unsuitable due to waterlogged conditions, at the direction of the Engineer the Contractor shall excavate for and lay a crushed stone mat of minimum thickness 100mm, the stone having a maximum particle size of 13 mm."

*Add* "The bottom of excavation for manholes and headwalls in soft ground shall be thoroughly rammed and consolidated at the Contractor's expense, before any concrete is placed."

**PSDB.2.3 BACKFILLING (5.6)**

**PSDB.2.3.1 General (5.6.1)**

ADD the following to the clause:

No thrust block or pipe requiring special wrapping may be covered by either the fill blanket or the main backfill until inspected and passed by the Engineer.

**PSDB.2.3.2 Disposal of unsuitable and make up of deficiency of backfill material (5.6.3 and 5.6.5)**

The free-haul distance shall be the entire site of works, for each project.

**PSDB.2.3.3 Completion of backfilling (Clause 5.6.6)**

Backfilling around the pipe shall not be allowed to fall more than 250m behind the laying of the pipe.

After the pipes have been laid, no backfilling shall be undertaken until the pipes have been inspected and approved by the Engineer.

The Contractor may use his discretion as to whether to backfill around joints before the pipeline is tested and should he decide to backfill the joints he shall be responsible for the

locating of any leaks and no extra payment shall be made for any re-excavation and subsequent reinstatement.

PSDB.2.4      COMPACTION (5.7)

PSDB.2.4.1    **Areas subject to traffic loads** (5.7.2)

Areas subject to traffic loads will be instructed by the Engineer in writing. No other areas will be considered for payment. The contractor will be expected to provide test results from an approved laboratory demonstrating that the additional compactive effort has been achieved. No additional payment will be made for these tests.

PSDB.2.5      SHORING (5.11)

In view of the fact that the excavation will take place in open areas, no additional payment will be made for shoring. The measurement width will also remain as specified herein although the Contractor may wish to batter the sides to avoid the need for shoring.

The provision for shoring shall be deemed to be included in the relevant rates for excavation. The Contractor's attention is drawn to the need to operate safely and to ensure that trenches are either shored or battered to a safe slope.

**PSDB.3      MEASUREMENT AND PAYMENT (8)**

PSDB.3.1      BASIC PRINCIPLES (8.1)

In addition to the activities listed in 8.1.1, excavation shall also include for the cost of piping and compacting the trench bottom to a minimum of 90% MOD AASHTO density in all materials irrespective of whether the base has been loosened or not during excavation.

PSDB.3.2      **Excavation ancillaries** (8.3.3)

PSDB.3.2.1    **Overhaul** (8.3.3.4)

Overhaul distance shall be calculated from the point of loading to the point of placing less the 0,1km freehaul, in one direction only, by the shortest practicable route. Only one type of overhaul will be measured.

**PSDK GABIONS AND PITCHING**

**PSDK.1 MATERIALS (3)**

**PSDK .1.1 Gabion Cages (3.1.2)**

The cages for gabion baskets shall comprise mesh type 80 and 2.7mm Class A galvanized wire. The cages for reno mattresses shall comprise mesh type 60 with 2.2mm Class A galvanized wire.

**PSDK .1.2 Geotextile (3.1.3)**

The geotextile shall comprise grade A2 as indicated in the tables below.

Properties		Units	Standard Grades							Test Methods
			A1	A2	A3	A4	A5	A6	A7	
Thickness	Thickness under 2 kPa	mm	1.3	1.6	1.8	2.1	2.7	3.4	4.4	SABS 0221-88
Permittivity	@ 100mm head	S <sup>-1</sup>	3	2.9	2.5	2.3	2	1.7	1.1	Cal
Porosity	Under 2 kPa	%	93	93	93	93	93	92	90	GTS
Throughflow	@ 100mm head	l/s/m <sup>2</sup>	300	285	250	235	200	180	110	SABS 0221-88
Permeability	1.0 x 10 <sup>-3</sup>	m/s	3.9	4.3	4.5	4.9	5.4	5.9	4.8	
Pore Size	O <sub>95W</sub>	µm	240	225	205	190	165	145	100	Franzius Institute
	O <sub>95H</sub>	µm	195	185	170	155	125	100	70	NF,G 38017
Penetration Load	CBR	kN	1.5	1.7	2.1	2.5	3.6	4.5	6.5	SABS 0221-88
	Elongation	%	30-50							

Installation Conditions	Grade of Geotextile				
	A1	A2	A3	A4	A5
Trench < 2.0m dep with smooth sides and rounded drainage stone with moderate compaction	•				
Trench < 2.0m deep with rough sides or sharp drainage stone with moderate compaction		•			
Trench < 2.0m deep with rough sides or sharp drainage stone with high compaction			•		
Trench > 2.0m deep with smooth sides and rounded drainage stone with moderate compaction				•	
Trench > 2.0m deep with rough sides or sharp drainage stone with high compaction					•

**PSDK.1.3 Stone (3.2.1)**

The stone to be used on this contract shall be as classified as medium in terms of Table 2.

**PSDK.2 CONSTRUCTION (5)**

**PSDK.2.1 Stone Catchwater Berms (New clause 5.3.6)**

Where instructed by the Engineer, stone catchwater berms shall be constructed to the dimensions shown on the drawings. The stone shall be classified as medium in terms of Clause 3.2.1 Table 2. The placing of the stones shall be as specified in Clause 5.3.2 with the exception that the last paragraph of Clause 5.3.2 is to be deleted.

**PSGA**            **CONCRETE (SMALL WORKS)**

**PSGA.1**        **PLANT** (4)

**PSGA.1.2**     **Finish** (4.4.2)

The finish of all exposed concrete whether internal or external shall be smooth “off the shutter” all other concrete surfaces shall be measured as rough.

**PSGA.2**        **CONSTRUCTION** (5)

**PSGA.2.1**     **Fixing** (5.1.2)

Welding of reinforcement will not be permitted.

**PSGA.2.2**     **Quality** (5.4.1)

All concrete used on this contract shall be strength concrete.

On the drawings strength concrete has been designated by its characteristic strength followed by the size of stone to be used in its manufacture, e.g. 30/20 refers to a concrete of strength 30 MPa at 28 days made with 20mm stone.

**PSGA.2.3**     **Ready mixed concrete** (5.4.1.6)

No ready mixed concrete will be allowed in this contract. All concrete required for this project is to be mixed using Labour Intensive methods (LI).

**PSGA.3**        **TESTS** (7)

**PSGA.3.1**     **Frequency of testing** (7.1.2)

As the concrete used on this contract will involve small quantities the Engineer will decide when testing is to be done. The Contractor is however required to provide a minimum of 3 moulds and to make the tests.

**PSGA.4**        **MEASUREMENT AND PAYMENT** (8)

**PSGA.4.1**     **Concrete** (8.1.3.3)

**PSGA.4.2**     (a)      The unit rates for concrete shall include for the cost of testing.

**PSHA        STRUCTURAL STEELWORK**

**PSHA.1        CONSTRUCTION (5)**

PSHA.1.1        Add the following sub-clause:

5.5.6        **Fasteners:**

Erection shall include the supply of fasteners.

**PSHA.2        MEASUREMENT AND PAYMENT (8)**

PSHA.1.2        **Erection on site (8.3.3)**

Add the following:

The unit rate for erection shall cover the cost of fasteners.

**PSL                    MEDIUM PRESSURE PIPELINES**

**PSL                    MEDIUM PRESSURE PIPELINES (SANS 1200 L)**

**PSL 1                Scope**

**This specification covers the supply galvanised steel pipeline for rising and gravity mains.**

**PSL 3                Materials**

**PSL 3.4             *Steel Pipes Fittings and Specials***

**PSL 3.4.2          Steel Pipes of Nominal Bore up to 150mm**

AMEND to read: -

Unless otherwise scheduled, hot dipped galvanized steel pipes and fittings of nominal bore up to 250mm shall be of heavy duty, cut grooved with flexible galvanized cast couplings and shall comply with the applicable requirements of SANS 62. Cast couplings to be rated for **40bar** with NBR gaskets, HDG grade 8.8 nuts and bolts.

**PSL 3.4.3          Steel Pipes of Nominal Bore greater than 150mm**

Unless otherwise scheduled, steel pipes and fittings of nominal bore over 250mm shall be manufactured to conform to SABS 719/1971 from grade 300WA steel and shall have a minimum wall thickness of 4.5mm.

**PSL 3.4.4          Fittings and Specials**

*Add the following:*

Steel specials shall be fabricated from straight steel pipe as specified in PSL.1.1.1 and PSL.1.1.2 and shall be manufactured and tested in accordance with BS 534 – Clause 4.

Where specified on the drawings or schedule of quantities, ANSI B16 curvature bends, tees and reducers shall be used.

**PSL 3.7             Other Types of Pipes**

**PSL 3.7.1          Galvanised Restrained Steel Pipe System**

Restrained steel pipes for use in 100mm and 65mm dia. bulk mains shall be galvanised 3.9mm and 3.0mm roll grooved TOSA wrap (or similar approved wrapping system) Pipe c/w cast SP coupling & petrolatum shrink sleeve joint protection respectively (as scheduled). (The piping system shall be groove-ended restrained system in accordance with SANS 815-2 as amended), Jointing of steel pipes shall be by means of Klambon RYC series SP coupling as scheduled.

The restrained piping system shall have groove ended pipe with couplings and fittings that shall comply with SANS 815-2; as amended

All pipes shall be supplied in 6m lengths with the length tolerance as per SANS 815-2-as amended

All pipes shall be galvanised in both inside and outside in accordance with SANS EN

10240.

All couplings shall be cast steel or cast iron.

All bolts, fittings and couplings shall be galvanised in accordance SANS 1461

All pipes shall be coated as indicated below;

### **Coating System**

The coating shall be bitumen/polyolefin sleeve duplex coating, TOSA WRAP ®, or similar approved.

#### **Approval of Batches**

All raw materials as compounded in the manufacturers Quality Assurance Manual. A compliance certificate must be provided by each raw material supplier.

#### **Bitumen/Polyolefin Sleeve Duplex Coating**

##### **Preparation and Cleaning of Pipe**

###### **i) Degreasing**

Pipes shall be degreased by passing a gas flame over the surface to cabornise any contaminants.

###### **ii) Pipe Cleaning**

Pipes shall be mechanically wire brushed to Grade St.2 of ISO 8501-1 and all rust and foreign matter removed by means of blowing with compressed air, or solvent wiping.

##### **Application of Coating**

###### **i) Outer Layer**

Once the sleeve is positioned over the full length of the pipe, the heat shrinking of the sleeve is commenced one end to eliminate the risk of air entrapment. The sleeve edge is trimmed from each side of the pipe before it is transferred to the pipe inspection table.

###### **ii) Thickness of Coating**

The pipe shall be coated to a minimum thickness of 2.0mm.

###### **iii) Method of Repairs**

The area of single repair shall not exceed 10mm<sup>2</sup> The repair shall be carried out using a compatible melt stick. The number of repairs shall not exceed 3 per metre length of pipe.

iv) Performance Testing

The coating system shall comply with the following requirements:

PROPERTY	REQUIREMENT	TEST METHOD	FREQUENCY
Water Absorption of Sleeve	<= 0.1% when immersed in water at 23 <sup>0</sup> C for 100 days	SANS 1117	Per Project
Cathodic disbondment of Duplex system		SANS 1117	Per Project
	Disbondment length <= 15mm after 28 days		
Tensile strength of sleeve at yield	>= 10 MPa	ASMT 882	Per Project
Tensile strength of sleeve at break		ASMT 882	Per Project
Elongation of sleeve at break	>= 500%	ASMT 882	Per Project
Adhesion to Steel of duplex system	> 2 N/mm	SANS 1117	Per Project
Density of sleeve	> 915 kg/m <sup>3</sup>	ASMT D1505	Per Project
Visual	Free from visible defect	Observation	100%
Coating thickness	2.0mm	6 readings / pipe	100%
Holiday test	Nil defect @ 15 kV	SANS 10129	100%
Bond strength	> 1.5 N/mm width of strip	In house	1 per 100

**PSL 3.8 Jointing Materials**

*Add the following:*

All jointing materials such as nuts, bolts and gaskets etc. Are to be included in the respective rates for pipes and specials.

**PSL 3.8.3 Flanges and Accessories**

*Add the following:*

“All flanges shall be drilled in accordance with SABS 1123. Flanges shall be drilled to Table 16 as a minimum and shall be drilled to match the pressure rating of the adjacent fitting or pipe for pipes and fittings rated greater than 16 bar”

All buried flanges to be densely wrapped in accordance with SABS 1211, AS/NZC 4020 : 1999

**PSL 3.8.4 Loose Flanges**

*Add the following:*

“Nuts and Bolts and other fasteners shall be galvanised (SANS EN 121) hexagon head type and comply with the requirements of SABS 135 – 1971 with threads of the coarse pitch series”



PSL.4 VALVES (3.10)

PSL.4.1 **General**

Lifting lugs are to be fitted to all valves that have a mass in excess of 100kg, to be hot dip galvanized to SANS 1461.

PSL.4.2 **Resilient seal gate valves**

Resilient seal gate valves (RSV) shall comply with SABS 664 (latest amendment) with classes and flange drillings as detailed or scheduled elsewhere.

The typical application for resilient seal valves is for valves in "normally open" locations (eg air valves, isolating valves, in-line valves <250NB where the maximum differential pressure across the valve is not likely to exceed 16 Bar under normal operating conditions. Resilient seal valves shall not be used in terminal positions (eg as scour valves) without the approval of the Engineer.

In addition they shall comply with the following:

a) General

Gate valves shall be double flanged and be resilient seated and shall be on the non-rising spindle type.

The valves shall be capable of sealing drip tight bi-directionally over the full range of pressures from zero to maximum working pressure.

b) Gate Design

The gate shall be fully rubber encapsulated inside and out to ensure drip tight sealing and to avoid corrosion and shall be provided with a 10 year replacement warrantee. The gate shall further have a drain hole, preventing stagnant water or impurities from collecting.

Rubber utilized in the coating of the wedge shall be inert and shall not impart odour, taste and colour and shall be suitable for drinking water applications. The gate nut shall not be fixed to the wedge, thereby reducing opening torques.

c) Gate and Body Design

The gate shall have optimally placed guides of wear resistant plastic so as to reduce the torques as well as to reduce wear between the rubber and the coating on the body. The bore of the body shall be straight through design in order to allow cleaning with a badger.

d) Valve Bonnet

The valve shall utilize 3 independent bonnet seals which shall include a set of stem steels embedded in non-corrosive material, a back seal to prevent leakage when changing seals and a wiper ring to protect against debris entering the valve.

Two friction washers (sizes 50mm to 200mm) and thrust ball bearings (250mm to 600mm) shall be incorporated to ensure smooth spindle operation as well as to reduce opening and closing torques.

e) Spindle

Spindles shall be made of stainless steel. The stem threads shall be rolled to maintain steel structure and increase strength and to ensure smooth thread edges and consequently a low operating torque. The spindle seat shall consist of 2 nitrile rubber O rings located in a corrosion resistant housing. A wiper ring shall also be provided.

f) Body and Assembly

The rubber bonnet gasket shall fit in the recess in the valve bonnet preventing blow out of the seal under surge conditions. The bonnet bolts shall pass through the gasket and be sunk into the bonnet and be sealed for corrosion protection.

An edge protecting ring shall permanently be fitted around the body of the bonnet joint in order to protect the coating during transportation and installation. The body of the valve shall be fusion bonded epoxy coated to a minimum D.F.T. of 250 microns.

Unless otherwise specified caps for key operation will be required for buried valves and hand wheels on valves situated in accessible chambers. Extension spindles and brackets shall be provided where detailed and hand wheels shall be clearly marked with the direction of opening.

**All valves shall be clockwise closing when viewed from above.**

PSL.4.3

**Wedge gate valves**

Gate valves shall comply with the requirements of SABS 664 (latest amendment) with classes and ends as elsewhere specified.

The typical application for wedge gate seal valves is for valves in “normally closed” locations (eg scour valves) and for valves in the normally open position (eg in-line valves <250NB) where the maximum differential pressure across the valve is likely to exceed 16 Bar under normal operating conditions.

Channel-guides and shoes shall be fitted to valves falling within the following pressure and size ranges:

PRESSURE	VALVE SIZE
Class 10	600mm and above
Class 16	350mm and above
Class 25	350mm and above
Class 40	All sizes
Class 100	All sizes

The spindles shall be of the non-rising type and shall be manufactured of solid stainless steel.

**All valves shall be clockwise closing when viewed from above.**

Gearing shall be chosen to limit the total effort at the hand wheel or valve key to 400 Newtons.

The valves shall be capable of being easily operated by one man against the maximum

unbalanced pressure and the total effort required to operate the valve shall not exceed 400 Newtons (i.e. A simultaneous push-pull of 200 Newtons each) on the ends of tee key 900 mm long resulting in a maximum torque of 180Nm.

In order to comply with the above requirements it has been found that the following are normally necessary for larger sizes of valves:

- (a) Class 16 (PN 16) valves in sizes 80mm, 150mm and 300mm should be fitted with ball thrust collars; and
- (b) Class 25 (PN25) valves in size 80mm, 150mm should be fitted with either ball thrust collars or spur gears, while 250mm and 300mm sizes should be fitted with ball thrust collars and 3 to 1 gears.
- (c) Class 40 (PN40) valves in sizes 80mm, 150, 200mm should be fitted with either ball thrust collars or spur gears, while 250mm and 300mm sizes should be fitted with ball thrust collars and 3 to 1 gears.

While other forms of anti-friction devices may be acceptable it is the Contractor's responsibility to ensure that the required torque is not exceeded.

Unless otherwise specified buried valves shall be provided with caps for key operation and valves in chambers with hand wheels.

The valves shall be provided with Type B (Gunmetal) trim with pinned seat rings. The gate shall be full length. The body of the valve shall be epoxy coated to a minimum D.F.T. of 250 microns inside and out.

The gland packing shall be of the "Maxmech Style M57", "Chesterton 1724" or similar approved.

The valves are to be drop tight at working pressure.

Each valve so supplied shall be provided with a pressure test certificate.

#### PSL.4.4 **Butterfly valves**

These shall be solid body cast iron type for bolting to flanges and shall be of perfect closure. The valves shall be fitted with gearbox operated hand wheels or ratchet locating hand-levers, stainless steel shafts and discs and natural rubber or neoprene seals and shaft seals.

The valves shall conform to the requirements of BS 5155:1984. The class of valve shall be as specified. Specifications and test certificates shall be provided.

#### PSL.4.5 **Air release valves**

All valves to be pressure rated to 1600 KPa.

Air valves shall be the double purpose air release / vacuum break type.

The air release and vacuum break valve shall be of a compact single chamber design with solid cylindrical High Density Polyethylene control floats housed in a tubular stainless steel or corrosion protected body with epoxy powder coated cast iron, or s/steel ends secured by means of stainless steel tie rods.

Ball type air valves are not acceptable.

The valve shall have an integral surge alleviation mechanism which shall operate automatically to limit transient pressure rise or shock induced by closure due to high

velocity air discharge or the subsequent rejoining of separated water columns. The limitation of pressure rise must be achieved by deceleration of approaching water prior to valve closure. Relief mechanisms that act subsequent to valve closure cannot reach in the low millisecond time span required and are therefore unacceptable.

Large orifice sealing shall be effected by the flat face of the control float seating against a nitrile rubber 'O' Ring housed in a dovetail groove circumferentially surrounding the large orifice. Discharge of pressurised air shall be controlled by the seating and unseating of a small orifice on a natural rubber seal affixed to the control float.

The intake/discharge orifice area shall be equal to the nominal size of the valve i.e.; a 150mm (6") valve shall have a 150mm (6") intake/discharge orifice.

The valve construction shall be proportioned with regard to material strength characteristics, so that deformation, leaking or damage of any kind does not occur by submission to twice the designed working pressure.

The valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is released suddenly. This feature shall consist of easily replaceable components such as gaskets, seals or the like.

All air valves shall be supplied with a copy of the relevant factory test certificates that reflects the test pressure and valve serial number. Original factory test certificates for each valve shall be issued on completion of delivery of the valve consignment.

Each air valve shall have a plate made of corrosion – resistance material securely fixed to the body, on which the following information shall be stamped or engraved:

- The Manufacturer's Name;
- Size of valve. e.g. : DN 100;
- Class of valve e.g.: PN 16;
- The valve serial number, which must tie up with the relevant test certificate.

End connections shall comply with SABS 1123 T1600/3 or T2500/3 as applicable and all valves will be supplied with matching flanges, gaskets and stainless steel fasteners.

#### PSL.4.6

#### **Control valves**

Control valves shall comprise a centre guided diaphragm actuated globe valve of either oblique (Y) or angle pattern design. The body and cover shall be SG iron with bronze seat. The internal and external surfaces of the valve body shall be fusion bonded epoxy coated. End connections shall comply with the drilling pattern indicated on the drawings. The body shall have a replaceable non-threaded seat ring that is held in place by a set of screws, which tighten into a body groove. This seat should be accessible and serviceable without removing the valve from the pipeline. The seat area shall have a flow opening with no stem guides, bearings or supporting ribs.

The actuator assembly shall be of the double chamber design with a separating partition between the lower surface of the diaphragm and the main valve. The entire actuator assembly consisting of the seal disk, valve shaft, bearing, diaphragm assembly, separating partition and top cover must be removable from the valve as a single unit.

The actuator assembly must be capable of accepting a V-port throttling plug by simply bolting the device to the seal disk.

The main valve, solenoid pilot, limit switch, check valve, control tubing, filter and isolation valves shall be factory assembled and tested. The valve manufacturer must be completely certified in accordance with the ISO 9002 Quality Assurance Standard.

The settings and operation of the valves shall be as described herein or alternatively as indicated on the drawings.

Prior to any valve being ordered or delivered to site, the Contractor shall deliver to the Engineer a sample of a typical control valve that he proposes to use and which complies with this specification. The Engineer will then investigate whether the valve is compliant with the specification before authorizing the use of such valve. If the valve does not comply with the specification in all respects, the Engineer may reject such valve in which case the Contractor will have to source valves of the required quality and all costs associated therewith will be for the Contractor's account.

The sample shall be accompanied by the following control sheet:

Item	
Name of valve supply company:	
Overview of company with particular emphasis on service capabilities, calibration facilities and their track record in South Africa:	(To be attached)
Valve specification sheets (detailing compliance with this specification):	(To be attached)
Test certificate:	(To be attached)

PSL.4.7

#### Water meters

##### a) Bulk Meters (NB 40mm up to NB 300mm)

Water meters tendered for under this category must be of the in-line through-flow Woltman type, mechanical turbine flanged bulk water meters and must conform to the following dimensions and specifications:

Nominal Bore	Body Lengths	Flange Specs	Working Pressure Maximum	Temp Maximum
40mm	200mm	BS4504 Table 16	1600kPa	50°C
50mm	220mm	BS4504 Table 16	1600kPa	50°C
80mm	225mm	BS4504 Table 16	1600kPa	50°C
100mm	250mm	BS4504 Table 16	1600kPa	50°C
150mm	300mm	BS4504 Table 16	1600kPa	50°C
200mm	350mm	BS4504 Table 16	1600kPa	50°C
250mm	450mm	BS4504 Table 16	1600kPa	50°C
300mm	500mm	BS4504 Table 16	1600kPa	50°C

- All Woltman type mechanical meters supplied in terms of this contract shall perform to an accuracy of better than  $\pm 2\%$  error over the meter's operating range; i.e. between  $Q_t$  and  $Q_p$  ( $Q_n$ ). The performance characteristics of the meters offered must be equal to or better than the values listed below:

Size DN	$Q_{start}$ m <sup>3</sup> /h	$Q_{min}$ m <sup>3</sup> /h	$Q_t$ m <sup>3</sup> /h	$Q_n$ ( $Q_p$ ) m <sup>3</sup> /h	$Q_{max}$ ( $Q_s$ ) m <sup>3</sup> /h
40mm	0,15	0,3	0,8	40	60
50mm	0,15	0,3	0,7	50	90
80mm	0,25	0,5	0,8	120	200
100mm	0,25	0,8	1,8	230	300
150mm	1,0	1,8	4	450	600
200mm	1,5	4	6	800	1200
250mm	3,0	6	11	1250	1600
300mm	8,0	12	15	1400	2000

- Meters must be fitted with robust glass/copper dry dial registers, which comprise 6 digit cyclometer-type totalisers, registering in kiloliters (kl) or m<sup>3</sup>. These registers must be sealed to IP68 to prevent ingress of dirt or moisture, and must function under water, in the event of manholes flooding. The registers, which are to be fitted as standard, must be able to provide one high frequency opto-type pulse output function and two low frequency reed-type pulse output functions. Only meters which allow for very easy fitment and removal of the reed- and opto-type pulsers, normally associated with data logging, without having to break the verification seals, will be acceptable;
- No consideration will be given to meter types, which necessitate the use of special tools or fitment of any form of gland in the process of connecting pulser units, or, meters which require a register-change to switch from one volume unit per pulse to another;
- Meters must preferably offer an upgrade path to AMR (Automatic meter reading), which facilitates the fitment of "intelligent" registers at a later stage. The Contractor is to provide full details of the meter capability in this regard and furnish examples of systems already operating successfully in South Africa;
- Meters must be data logger compatible with loggers which have a proven track record and have a purpose-written software, to be used in conjunction with their bulk water meters, for network management;
- Cover bolts must be of stainless steel material to facilitate easy removal of mechanisms. Meter bodies must be coated with a high quality sintered epoxy powder coating, both internally and externally, with a minimum coating thickness of between 200 and 300 microns;
- Although most of the meters will be installed horizontally, it must be possible to install the meters vertically (with flow in the upward direction) or in an inclined position (with flow in the upward direction), should site conditions make this necessary;
- The performance of the meters offered shall not be affected by outside magnetic influences;
- A place must be provided for on the meter body, which can be drilled and tapped, for connecting a pressure transducer, for data logging, should the need arise; and
- Ability for meter mechanisms to be exchanged – or to fit new, calibrated mechanisms into used or existing meter bodies, without loss of measuring accuracy to be substantiated. This is of particular importance to facilitate cost effective ease of maintenance to the meters in the future, without the need to remove meter bodies from the pipeline.

Prior to any meter being ordered or delivered to site, the Contractor shall deliver to the Engineer a sample of a typical bulk meter that he proposes to use and which complies with this specification. The Engineer will then investigate whether the meter is compliant with the specification before authorizing the use of such meters. If the meter does not comply with the specification in all respects, the Engineer may reject such meter in which case the Contractor will have to source meters of the required quality and all costs associated

therewith will be for the Contractor's account.

The sample shall be accompanied by the following control sheet:

Item	
Name of official local meter distribution company:	
Overview of company with particular emphasis on service capabilities, calibration facilities and their track record in South Africa:	(To be attached)
Meter specification sheets (including head loss across meter, minimum upstream/downstream straight pipe lengths and compliance with this specification):	(To be attached)
Test certificate:	(To be attached)

**b) Domestic (Plastic bodied, wet dial water meters)**

Water Meters used in this application must comply with the South African Bureau of Standards Specification No. 1529-1:1994 and must be approved in terms of Section 18 of the Trade Metrology Act No. 77 of 1973 and Regulation 80 of Part II of the Trade Metrology Regulations.

All meters must be tested and sealed by an authorised official in a SANAS, (SANS 0259) accredited laboratory, situated within the borders of the Republic of South Africa. The seal must include the Trade Metrology Authorisation number and copies of the test certificate must be made available free of charge on request by the Engineer.

Meters tendered for under this category must be the plastic bodied, wet dial, domestic water meters, and must conform to the following dimensions and specifications:

METER SIZE	15mm	20mm	25mm
Maximum Flow rate $q_s \pm 2\%$ (m <sup>3</sup> /h)	3	5	7
Permanent Flow rate $q_p \pm 2\%$ (m <sup>3</sup> /h)	1,5	2,5	3,5
Transitional Flow rate $q_t \pm 2\%$ (l/h)	22,5	37,5	52,5
Minimum Flow rate $q_{min} \pm 5\%$ (l/h)	15	25	35
Starting Flow (l/h)	5,7	5,7	10
Maximum Working Pressure (kPa)	1600	1600	1600
Body Length (mm)	165	165	198
Alternate Body Length (mm)	114	-	-
Pulse Output (l)	0.5	0.5	5.0

- Counter must be of a wet dial type to prevent condensation under the lens;
- Counter window of minimum 7mm thickness that cannot be penetrated, by means of a needle or similar sharp instrument in order to stop the counter from operating, without destroying the unit and allowing an uncontrollable discharge of water;

- The meter must be approved by Trade and Metrology for vertical and horizontal installation;
- The meter must be suitable for rhythmic pulsating flows with a pulse output;
- The meter must be suitable for use with water temperatures up to 50°C and a maximum working pressure of 1 600 kPa;
- The maximum rate of flow (Qs) must be achieved at a pressure drop not in excess of 100 kPa across the inlet/outlet of the meter;
- All internal plastic components to be constructed of virgin materials and may not contain any materials of scrap value;
- Each meter must be backed with a 3 year guarantee against faulty workmanship and/or materials;
- The meter supplier and/or manufacturer must have an SANS 0259 accredited laboratory and each meter unit is to be tested and sealed by an authorised official;
- Meters are to comply with a Class "C" accuracy determination;
- Meters shall have built-in non-return valves to prevent reverse flow;
- The serial number of the meter cartridge must be clearly visible from the position that the meters are normally read;
- Meters offered shall not be affected by outside magnetic influences; and
- The local meter distribution company supplying the meters to the Contractor must have a proven track record for the supply of plastic bodied, domestic meters.

Prior to any meter being ordered or delivered to site, the Contractor shall deliver to the Engineer a sample of a typical meter that he proposes to use and which complies with this specification. The Engineer will then investigate whether the meter is compliant with the specification before authorizing the use of such meters. If the meter does not comply with the specification in all respects, the Engineer may reject such meter in which case the Contractor will have to source meters of the required quality and all costs associated therewith will be for the Contractor's account.

The sample shall be accompanied by the following control sheet:

Item	
Name of the official, local. meter distribution company:	
Overview of company with particular emphasis on service capabilities, calibration facilities and their track record in South Africa:	(To be attached)
Meter specification sheets (including head loss across meter, minimum upstream/downstream straight pipe lengths and compliance with this specification):	(To be attached)
Test certificate:	(To be attached)

In spite of the requirements of SANS1529-1:2003, the Contractor must be prepared to perform the following tests in the presence of the engineer, if so required by him:

- Witness testing of a random sample of 5 meters in the test laboratory of the local meter distribution company, on the test rig normally used for the testing and calibration of these meters. Special attention will be given by the engineer to the actual performances of the meters offered, rather than the minimum performance as laid down by SANS1529-1:2003 for Class B specifications; and
- All costs associated with the above tests will be borne by the Contractor. The Employer will carry traveling costs to and from the laboratory of the official local meter distributor.



**PSL.4.8 Flow control device**

The device shall comply with the following:

- The device must be IP68 rated;
- The device must be capable of being interrogated, tested and re-programmed in the field using an appropriate electronic device which can be linked to a desktop and data downloaded to "Excel" for analysis;
- The device must be capable of delivering a minimum flow rate of 10 l/min;
- The device must have a minimum battery life in excess of 5 years;
- The device must be capable of delivering a preset volume of water (daily, monthly or as required) at full pressure;
- Daily and monthly allocation must be adjustable in field to higher/lower amounts without the need to replace any parts
- The maximum daily amount must be guaranteed (therefore must not be dependant on pressure fluctuations in the network);
- The device must be capable of withstanding a pressure of up to 10 bar;
- The device must be capable of logging the hourly consumption – over a minimum 3 month period;
- The device must have a built in safety function which shuts off the flow in the event of the reed switch cable being tampered with or cut; and
- The device must have an option to carry-over the unused daily allocation within a month;
- The device must have security seals which prevent the uncoupling of the sensor cable from the meter pulse output;
- The device must be constructed from materials which have a very limited or no scrap value;
- The device must be able to be installed underground and to be mounted either horizontally or vertically; and
- The device must allow full bore flow (full pressure, no trickle flow)  
The flow limiter units must also be capable of being supplied with a field service terminal and communication cable/probe with the following features:
- Small, robust, hand held device with high quality screen and superior battery performance;
- Associated software with various operator levels to manage field usage with confidence and have security restrictions for adjusting of flow limiter settings;
- Adjustable security settings for various operator levels;
- Ability to configure flow limiters to administrator predefined usage settings;
- Ability to configure flow limiter in-field to variable settings;
- Ability to read and store flow limiter summary and detail data and download to database;
- Allow manual meter reading recordings; and
- Run flow limiter test functions

**PSL.4.9 Coatings and resistance to corrosion**

All new valves are to be epoxy coated internally and out. Coating may be either by an approved solvent based epoxy system or an approved fusion bonded epoxy system as specified below:

Contractors will be required to submit details of their proposed suppliers, coating specification and the coating system to be applied, to the Engineer for approval, before ordering the valves.

**a) Solvent Based Epoxy Coating System**

The epoxy shall be of the type Carboline 891; Plascogard KSIR 88; Sigmaguard EHB; AEBECOTE 330 or similar approved.

The dry film thickness (D.F.T) shall be as follows:

- Coating : 350 microns  $\pm$  50 microns; and
- Lining : 250 microns  $\pm$  50 microns

The applied coating and lining shall comply with the requirements of Table 2.

TABLE 2 : Lining Requirements

No	Property	Requirements	Test Method	Frequency
1	Visual	The lining shall be smooth, free from excessive runs, sags, orange peel, occlusion or other visible defects.	Use an experienced observer.	Each Valve
2	Coating Thickness	Minimum : 200 microns Maximum : 500 microns	SABS Method 141	Minimum 6 readings/ Valve per batch
3	Electrical Insulation Defects	Nil defects when tested at 90 Volts 2 Megaohms	SABS Method 1217 – Section 8:12	One Valve per batch
4	Degree of Cure	No softening or discolouration	20 double rubs with cotton wool swab soaked in MEK	One valve per batch
5	Adhesion	Destructive testing not recommended		

#### b) Fusion Bonded Epoxy Powder Coating System

The Epoxy coating shall be a fusion bonded epoxy powder coating of the type Interpon PCL 331, Vedoc V VPC 2001 or similar approved.

TABLE 3 : Lining Requirements

No	Property	Requirements	Test Method	Frequency
1	Visual	Smooth glossy or semi glossy finish, free from excessive runs, sags, orange peel, occlusion or other visible defects	Use an experienced observer	Each Valve
2	Coating Thickness	Min. 200 max. 500 microns	SABS Method 141	Minimum 6 readings/ valve
3	Electrical Insulation Defects	Nil defects at 3500 Volts. For conditions for repair see Clause 3.3	SABS 1217 section 8.12.2	One Valve per batch
4	Impact Resistance	No defects at 2 joules	SABS 1217 section 8.7	Random 5% of Valves
5	Degree of cure : Dynamic Test	No softening or discolouration	20 double rubs with cotton wool swab soaked in MEK	One Valve per batch

The cured fusion bonded epoxy powder coating shall meet the requirements specified in Table 3 above.

Where extended spindles are used these shall be galvanised.

PSL.5 MANHOLES AND SURFACE BOXES (3.11)

PSL.5.1 **Manhole covers and frames** (Clause 3.11.5)

Steel covers and frames and locking bars shall be as detailed on the drawings and shall be hot dip galvanized after manufacture to SANS 121 :2000/ISO 1461 : 2000.

The Contractor shall submit certificates certifying that all galvanized covers and frames have been manufactured in a certified facility and meet the specifications noted above. Retention will not be released until such certificates are delivered to the Engineer.

PSL.5.2 **Surface Boxes** (3.11.6)

**a) Domestic meter box**

The meter box shall be of an approved plastic mould design which is robust, tamper proof, has a base plate and is lockable and complies with the following:

- The locking device is to be robust and the key is to be capable of accommodating the opening torsion without twisting;
- Meterbox fittings are to be keyed into ends of box to prevent rotation on installation;
- Base plate to have drainage ports to allow water to drain;
- The box must allow fitment of meters of 115mm in length when combined with the approved flow control device. Where specified in the Bill of Quantities, boxes are also to be able to accommodate an isolating stop cock;
- The box must afford quick and easy access to perform restrictions and de-restrictions;
- Inlet and outlet fittings should be ¾" brass female connectors; and
- The lid of the box should be of high impact injection moulded plastic and must be UV stabilized.

Prior to any meter being ordered or delivered to site, the Contractor shall deliver to the Engineer a sample of a typical meter that he proposes to use and which complies with this specification. The Engineer will then investigate whether the meter is compliant with the specification before authorizing the use of such meters. If the meter does not comply with the specification in all respects, the Engineer may reject such meter in which case the Contractor will have to source meters of the required quality and all costs associated therewith will be for the Contractor's account.

1 key must be supplied together with every 25 boxes supplied and this must be provided for in the rate for the supply of the box.

PSL.6 **CONSTRUCTION** (5)

PSL.6.1 LAYING (5.1)

*Pipe-laying personnel*

The laying of pipes and ancillary fittings shall be performed only by a qualified person who is registered as an artisan in the plumbing, pipe fitting, or drain laying trade or who is qualified by reason of having attended and passed the course on pipe laying of the Civil Engineering Industry Training Board. The Contractor will be expected to provide proof of this requirement.

PSL.6.2      **Pipe laid to radii (5.1.4.2)**

ADD the following: -

Where rigid pipes have been indicated as being laid to radii the maximum deflection angle at any flexible coupling may be no more than 50% of that permissible deflection as specified by the manufacturer for that diameter and class coupling.

Where uPVC pipes have been indicated as being laid with radii to accommodate changes in grade or horizontal alignment these radii must be taken up over a minimum of 3 pipe lengths for deflection angles less than 9° and one extra pipe length per 3° thereafter.

PSL.6.3      **JOINTING METHODS** (5.2)

ADD the following: -

PSL.6.3.1      **Flexible couplings**

At all positions where steel pipes or specials are cast into a concrete structure in an underground position the first joint outside the structure and a joint 1m from the structure shall be made by using a Viking-Johnson or similar approved flexible coupling unless otherwise specified.

At flexible couplings the pipe ends shall be at least 10mm apart to accommodate any pipe expansion.

In all isolating, reflux and scour valve chambers at least one pipe/valve connection shall be made by means of a Viking-Johnson or similar approved flexible flange adapter coupling to facilitate the removal of the valve from the line. The coupling shall be an equivalent class to the valve or higher.

PSL.6.4      **THRUST BLOCKS** (5.5)

PSL.6.4.1      **Thrust block size**

Thrust blocks will be required at all changes of direction, reducers, end caps, tees and where otherwise directed by the Engineer.

The Contractor may not backfill any thrust block until it has been approved by the Engineer in writing. If there is any doubts regarding the suitability of the insitu materials at any location, the Contractor shall obtain a ruling from the Engineer prior to casting the thrust blocks.

The rate for blocks includes for all costs to shutter the blocks so that a neat product is produced. Sandbags and other means of shuttering will not be permitted.

PSL.6.5      **DISINFECTION OF POTABLE WATER PIPELINES** (Clause 5.10)

The disinfecting of the potable water pipeline shall be as follows:

- (a)      The pipeline shall be flushed out with clean water until all sediment and other foreign matter has been removed.
- (b)      The pipeline shall then be refilled with potable water containing 10 mg/litre calcium hypo chloride. Further hypo chloride shall be put into the pipeline at air valve installations to ensure an even distribution throughout the pipeline should this be necessary.
- (d)      The pipeline should be allowed to stand for 24 hours and samples then taken from suitable scour points. These should contain a chlorine residual of at least 1 mg/litre. Should this not be attained further doses of calcium hypochloride shall be added to the water.

**PSL.6.6            MARKERS (No reference)**

The Contractor shall supply and place in position concrete markers to indicate the position of all sluice valves, air valves and hydrants. These shall be set opposite the fittings whose positions they are to indicate.

The whole marker shall be painted yellow with two coats of approved yellow road marking paint and the letters "W" above and "V", "AV" or "SV" or "IV" below as appropriate painted in black enamel. The contractor is to submit a sample for approval prior to mass producing the markers.

In addition to the above pipe route markers will also be positioned along supply routes at positions instructed by the Engineer. The marker shall generally be placed 1.5m from the pipe centre line on the LHS as seen in the direction of flow.

**PSL.7            TESTING (7)**

**PSL.7.1            Standard hydraulic pipe test (7.3.1.2)**

REPLACE with the following: -

Subject to the provisions of 7.3.1.3 and 7.3.1.4 the test pressure for field-testing shall be 1,25 times the maximum working pressure for the class of pipe specified.

**PSL.8            MEASUREMENT AND PAYMENT (8)**

**PSL.8.1            Supply, Lay and Bed Pipes Complete with Couplings (8.2.1)**

ADD the following: -

The rate for laying shall be deemed to include for connecting pipes to existing pipes where necessary.

The rate for testing of pipelines and appurtenances shall be deemed to include for the supply and loan of temporary valves, end caps, blank flanges, isolating-type devices, buffer beams or anything else the Contractor considers necessary to complete a successful test.

**PSL.8.2            Special wrapping in corrosive soils (8.2.15)**

The rate for wrapping of steel pipes and specials as set out in PSL.3.4 shall be deemed to include for the packing with bitumen based mastic and external encasing protection of joints and couplings as well as the outer protective wrap.

**PSL.8.3            Lay and Bed Pipes Complete with Couplings (8.2.16)**

ADD the following: -

The rate shall include the cost for checking all pipes at the stockpile, loading, transporting to construction site and off loading.

The rate for laying shall be deemed to include for connecting pipes to existing pipes where necessary.

The rate for testing of pipelines and appurtenances shall be deemed to include for the supply and loan of temporary valves, end caps, blank flanges, isolating-type devices, buffer beams or anything else the Contractor considers necessary to complete a successful test.

**PSLB            BEDDING (PIPES)**

**PSLB.1        INTERPRETATIONS    (2)**

**PSLB.1.1      DEFINITIONS    (2.3)**

Add the following new definition:

**PSLB.1.1.1    Stone mat**

Material that complies with the requirements of PSLB.2.3

**PSLB.2        MATERIALS    (3)**

**PSLB.2.1      SELECTED GRANULAR BEDDING    (3.1)**

Add the following new subclause:

**PSLB.2.1.1    STONE MAT        (3.1.1)**

Stone mat shall be 13,2mm nominal size stone for concrete complying with the requirements of SABS 1083 (Category 2).

**PSLB.2.2      BEDDING        (3.3)**

**PSLB.2.2.1    GRANULAR BEDDING    (3.3.1)**

Add the following to the clause:

“All granular material must come from suitable borrow pits. Material from borrow pits must be tested, and results supplied to the engineer for approval prior to use.

The rate for granular material sourced from borrow pits shall include for all work to select, remove oversize and/or unsuitable material by sieving etc.”

**PSLB.2.2.2    PLACING OF BEDDING    (3.5)**

Add the following new clause:

“All bedding from commercial/borrow shall be hauled and placed along the trench at intervals not closer than 100m. The bedding material shall then be hauled with wheel barrow from the stockpile to the trench by Labour intensive methods (LI).”

**PSLB.3        CONSTRUCTION    (5)**

**PSLB.3.1      Details of Bedding (5.1.2)**

Delete clause 5.1.2a and 5.1.2b and substitute:

“Pipes should be bedded and protected in accordance with the details shown on the relevant drawing”.

**PSLB.4 TOLERANCES (6)**

**PSLB.4.1 MOISTURE CONTENT AND PAYMENT (6.1)**

Add the following to the clause:

“Permissible deviations of moisture content and density shall conform to Class II degree of accuracy.”

**PSLB.5 MEASUREMENT AND PAYMENT (8)**

**PSLB.5.1 Disposal of displaced material (8.1.5)**

Amend to read:

“Material displaced by importation of material in terms of 8.1.2 shall be spread leveled and shaped to conform with the natural contours adjacent the trench. Overhaul will be paid on such material. In all cases the thickness of the material once spread shall not exceed 100mm”.

## **PART B2 : PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PB: OHSA 1993:HEALTH AND SAFETY SPECIFICATION

PC: ENVIRONMENTAL MANAGEMENT SPECIFICATION



**PB: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

**PB.1 SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms);
- Working above a continuously flowing river and in a flood plain environment subject to flooding;
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds;
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site
- Covid 19 and any other epidemic/pandemic declared.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

**PB.2 DEFINITIONS**

For the purpose of this contract the following shall apply:

**Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2003. **“Employer”** and **“client”** is therefore

interchangeable and shall be read in the context of the relevant document.

- (a) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (b) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

### **PB.3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

### **PB.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (e) construction work that will exceed 30 days or 300 person-days;
- (f) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings

The notification must be done in the form of the pro forma included on page T.53 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### **PB.5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of

safe work procedures to mitigate, reduce or control the risks and hazards identified. This risk assessment is to include present Covid 19 epidemic and other epidemics/pandemics declared.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

## **PB.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

### **PB.6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

### **PB.6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work.

This induction should include Covid 19 and any other epidemic/pandemic declared, regulations and safety aspects.

No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **PB.7 APPOINTMENT OF SAFETY PERSONNEL**

### **PB.7.1 Construction Supervisor**

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **PB.7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### **PB.7.3 Health and safety representatives**

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

Further to these above measures, the Health and Safety officer is to check that all regulations related to Covid 19, are applied/carried out on site.

#### **PB.7.4 Health and safety committee**

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

Further to these above measures, the Health and Safety committee is to check that all regulations related to Covid 19, are applied/carried out on site.

#### **PB.7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## **PB.8 RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (q) Covid 19 register as required.
- (r) A copy of the OHS Act 1993 Construction Regulations 2014;
- (s) A copy of this Health and Safety Specification;
- (t) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (u) A copy of the Notification of Construction Work (Regulation 3);
- (v) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (w) A copy of the risk assessment described in Regulation 7;
- (x) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (y) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (z) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (aa) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (bb) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (cc) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (dd) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (ee) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (ff) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

## **PB.9 HEALTH AND SAFETY FILE**

The contractors H& S file is to include the following, but not limited to;

- Health and safety policy statement and appointments
- Preparation for mobilization checklist
- Compliance officer appointment letters
- Employees site induction
- Establishment method statement
- Safe work practices – general, social distancing, cleaning, screening and monitoring
- Procedures in place for the above item.
- Addendum to BRA and HS specifications.
- Compliance assessment checklist
- Contractors work/labour plan

## **PB.10 CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS Act 1993), which means that the Contractor has the status of employer in his own right

in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

Risk assessment is to include all Covid 19 related issues, that includes but not limited to the following, health of employees, social distancing, cleaning, screening and monitoring etc.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person. The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chain (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.



(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all

provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

**The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings *related to non-conformance to the Act and the Regulations*.**

## **PB.11 MEASUREMENT AND PAYMENT**

### **PB.11.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

#### **(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### **(b) Records and Registers**

The keeping of health and safety-related records and registers as described in PB8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**PC :** **ENVIRONMENTAL MANAGEMENT PLAN**

**PC.1** **PLANS**

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer.

**PC.2** **USE OF LAND**

The Contractor shall not use the land comprising the Works or any land connected to the Works, for any purpose whatsoever other than for the proper carrying out of the Works and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer.

No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use in the Works or otherwise without the written consent of the Engineer.

**PC.3** **VEGETATION CLEARANCE**

**PC.3.1** **Woody vegetation**

PC.3.1 .1 Prior to the start of construction, woody vegetative matter shall, where directed in writing by the Engineer, be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface.

PC.3.1.2 No vegetative matter shall be burnt or removed for firewood.

**PC.3.2** **Herbaceous vegetation**

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

**PC.4** **PROTECTION OF VEGETATION**

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged.

**PC.4.1** **Vegetation within or adjacent or outside the Works area**

The following provisions shall apply with respect to the protection of areas of vegetation.

PC.4.1.1 No tree or shrub shall be felled, lopped, cut or pruned without the prior written approval of the Engineer;

PC.4.1.2 No tree or shrub shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer;

PC.4.1.3 No tree shall be burned for any reason;

PC.4.1.4 For every tree protected by these specifications, which is removed or, in the opinion of the Engineer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R2000,00 per tree to the Employer;

PC.4.1.5 Trees which have been selected for preservation by the Engineer shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for material storage or as allocation for temporary buildings; and

PC.4.1.6 Where such trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

**PC.4.2 Transplantation of rare and endangered plant species**

Prior to vegetation clearing, any rare or endangered plant species which have been identified by the Engineer or his environmental representative must be removed and transplanted as instructed herein.

PC.4.2.1 Transplanting of small trees (1 to 1,5m height) and small shrubs (0,5 to 1m height)

- a. Trees and shrubs shall only be transported between the months of April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.
- b. Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm x 600mm.
- c. Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side of the plant must remain north-facing after it has been planted.)
- d. Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
- e. Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

PC.4.2.2 Transplanting aloes, succulents and bulbous plants

- a. Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year.
- b. Aloes and bulbous plants shall be planted in similar conditions and to the same depth as they were before they were removed.
- c. Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

**PC.4.3 Alien vegetation**

The Engineer may instruct the Contractor to remove alien vegetation from the works area for the duration of the construction and maintenance period. Such vegetation will be identified by the Engineer or his environmental representative and the method of eradication will be specified by him/her.

The use of topsoil for rehabilitation contaminated with the seed of alien vegetation will not be permitted.

## **PC.5 PROTECTION OF FAUNA**

The Contractor shall ensure that all Works are undertaken in such a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection:

- PC.5.1 Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his subcontractors or his subcontractors' employees;
- PC.5.2 The Contractor and his employees shall not bring any domestic animals onto the site;
- PC.5.3 The contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pests;
- PC.5.4 There shall be no feeding of animals;
- PC.5.5 The Contractor shall ensure that domestic and native animals belonging to the local community shall be kept away and are safe from unprotected works; and
- PC.5.6 The Contractor shall advise his workers of the penalty associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine of R2 000 and/or 12 months imprisonment).

## **PC.6 ARCHAEOLOGICAL ARTIFACTS**

- PC.6.1 Known archaeological sites shall be indicated by the Engineer and shall be protected by a three strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.
- PC.6.2 Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Engineer shall be notified as soon possible.
- PC.6.3 Upon receipt of such notification, the Engineer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon the advice from the Archaeologist, the Engineer will advise the Contractor of the necessary actions to be taken.
- PC.6.4 Under no circumstances shall archaeological artefacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.
- PC.6.5 The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Engineer.
- PC.6.6 The Contractor shall stay strictly within the 20m working width of the Works in order to prevent disturbance of possible grave sites and remnant settlements. Should any work be necessary outside of the working width, then this shall only be done in areas approved by the Engineer.

## **PC.7 SCENIC QUALITY**

- PC.7.1 The Contractor shall not establish or undertake any activities which, in the opinion of the Engineer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.
- PC.7.2 No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

PC.7.3 All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.

PC.7.4 Where instructed by the Engineer, all packed and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.

PC.7.5 Where instructed by the Engineer, all concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or coloration compound. All other permanent structures shall have colours which are chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

**PC.8 WORKING AREA**

PC.8.1 The area of construction along any pipeline shall be contained within a 20m working width.

**PC.9 ACCESS ROADS AND VEHICLE TURNING AREAS**

PC.9.1 No new permanent access roads other than those agreed to by the Engineer shall be developed by the Contractor.

PC.9.2 Existing roads shall be used as far as possible for inspection purposes.

PC.9.3 Topsoil shall be stripped as specified prior to construction and reinstated on completion of the use of the road.

PC.9.4 Any temporary access road shall form part of the 20m working width servitude.

PC.9.5 All new temporary access roads shall be approved by the Engineer. No deviation from the approved access roads shall be allowed.

PC.9.6 Horse and trailer vehicles transporting pipes may not turn in areas of cultivated lands but shall turn in areas specifically identified by the Engineer.

**PC.10 MATERIAL LAYDOWN AREAS**

Pipe and materials shall be stored within the pipeline servitudes. Where this is not convenient or in the interests of efficiency, other areas may be designated by the Engineer.

**PC.11 FIRES**

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

**PC.12 FENCING**

PC.12.1 Where instructed by the Engineer, fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed into such fenced areas.

PC.12.2 In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Engineer and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer directs its earlier removal.

- PC.12.3 If any fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.
- PC.12.4 The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where, possible, the fence line must be aligned to retain trees or groups of trees. There shall be no removal of the grass cover or topsoil within this width.
- PC.12.5 Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.
- PC.13 TOPSOIL**
- PC.13.1 Source of topsoil**
- Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include all areas to be excavated, the pipeline trench route, temporary and permanent access roads, construction camps, laydown areas, pump sites, valve chambers and borrow pits. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.
- The topsoil is regarded as the top 150mm of the soil profile, irrespective of the fertility appearance, agricultural potential, structure and composition of the soil.
- PC.13.2 Topsoil stripping**
- PC.13.2.1 Soil shall be stripped to the depth indicated in the project specification, or to the depth of the bedrock where soil is shallower than that specified. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.
- PC.13.2.2 No topsoil which has been stripped shall be buried or in any other way be rendered unsuitable for further use by mixing with spoil or by compaction by machinery.
- PC.13.2.3 Topsoil shall preferably be stripped when it is in a dry condition in order to prevent compaction.
- PC.13.3 Topsoil stockpiling**
- PC.13.3.1 Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpiles shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.
- PC.13.3.2 No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later for identification as being the resource for rehabilitation and vegetation establishment.
- PC.13.3.3 Stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.
- PC.13.4 Topsoil placement**
- PC.13.4.1 Topsoil shall be placed to the depth indicated in the project specification over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrently with construction or as soon as construction in an area has ceased.



- PC.13.4.2 Topsoil shall be placed in the same soil zone from which it has been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be bought from other soil zones of similar quality at the approval of the Engineer.
- PC.13.4.3 Topsoil shall be mounded and shaped around manholes and valve chambers which protrude above the ground and over the pipeline to facilitate subsequent consolidation of the backfill. The Contractor shall ensure that stormwater run-off is not channelled alongside the gentle mounding, but is taken diagonally across it.
- PC.13.4.4 Where insufficient topsoil has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer or Environmental Officer.
- PC.13.4.5 No vehicles shall be allowed access onto or through topsoil areas after it has been placed.
- PC.13.4.6 After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the topsoiled area as instructed by the Engineer.

#### **PC.14 BORROW PITS AND QUARRIES**

- PC.14.1 If a borrow pit is to be developed or an existing one is to be excavated, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation of the pit.
- PC.14.2 Stripping and excavation actions shall be progressive in such manner that those parts of the borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.
- PC.14.3 Cut slopes of borrow pits and quarries shall have a vertical: horizontal gradient of not steeper than 1:3 (about 18 degrees), and preferably 1:5.
- PC.14.4 During excavation, work will be carried out in such a way that slopes of open works are not made dangerously steep.
- PC.14.5 Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with layer of topsoil. On no account may spoil or rock be placed in drainage ways without the prior consent of the Engineer. On sites where old excavations are to be found, rock, waste and mud from new excavations will be used to fill in the old excavations.
- PC.14.6 Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit or quarry.
- PC.14.7 No borrow pit shall be used as a dump site for refuse material or for toxic material e.g. cement, oil, diesel, rubber and similar materials.
- PC.14.8 There will be no workshops, chemical or fuel stores on the borrow pit site.
- PC.14.9 Sufficient soil conservation works for preventing soil erosion will be established at the rehabilitated areas.

#### **PC.15 BATCHING**

Concrete shall be mixed only in areas which have been specially demarcated for this purpose. All concrete that is spilled outside these areas, shall be promptly removed by the

Contractor and taken to an approved dump site. After all concrete mixing is complete, all waste concrete shall be removed from the batching area and disposed of at an approved dump site. Stormwater shall not be allowed to flow through the batching area. Water laden with cement shall be collected in a retention area for evaporation.

**PC.16 EROSION PREVENTION**

- PC.16.1 The Engineer will instruct the Contractor on the measures to be taken to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities. The Contractor shall nevertheless take interim measures to ensure that no undue erosion damage occurs and shall advise the Engineer of all potential problem areas.
- PC.16.2 Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes or along the pipeline route without erosion protection measures being place.
- PC.16.3 Stormwater deflection berms or stone pitched channels shall be constructed at regular intervals (plus minus every 15-30m) diagonally across the pipeline servitude on slopes as directed by the Engineer.

**PC.17 EARTHWORKS**

- PC.17.1 All cut and fill forms shall be rounded on the edges to allow them to blend with the surrounding landforms.
- PC.17.2 Where the backfill over the pipe trench will impede the natural flow of water, the backfill shall be shaped to allow an even flow across the line.

**PC.19 SPOIL AND WASTE MATERIAL**

- PC.19.1 The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded to have slopes not steeper than 1:3.
- PC.19.2 The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

**PC.20 REFUSE DISPOSAL**

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

**PC.21 ABLUTION FACILITIES**

Portable toilets shall be placed within easy access of the Contractor's employees. These toilets shall be moved to follow the progression of the Works. Waste generated by these toilets shall be disposed of in an acceptable manner following consultation with the Engineer.

**PC.22 CLEARANCE OF SITE ON COMPLETION**

- PC.22.1 On completion of the Works, the Contractor shall clear away and remove from the works area all constructional plant, signboards, surplus rock and other material, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and re-vegetation.
- PC.22.2 The Contractor shall load and haul excess spoil to fill the borrow pits or to dump sites

approved by the Engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

#### **PC.23 ENVIRONMENTAL AWARENESS OF EMPLOYEES**

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental awareness and/or training before commencement of construction to the satisfaction of the Engineer, in order that they:

- PC.23.1 acquire a basic understanding of the key environmental features of the work site and environs;
- PC.23.2 are thoroughly familiar with the requirements of these Environmental Protection and Control Specifications as they apply to the Works;
- PC.23.3 if required by the Engineer, receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route; and
- PC.23.4 are made aware of any other environmental matters which are deemed to be necessary by the Engineer.

#### **PC.24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATION**

- PC.24.1 All persons employed by the Contractor or his subcontractors shall abide by the requirements of these specification as they apply to the Works.
- PC.24.2 Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave site forthwith. No extension of time will be granted for any delay or impediment to the Contractor brought about by a person ordered to leave the site.
- PC.24.3 Supervisory staff of the Contractor and his subcontractor shall not direct any person to undertake any activities which would place such a person in contravention of the Environmental Protection and Control Specification.

#### **PC.25 COMPLIANCE AND MONITORING**

The Engineer shall be responsible for implementing a consistent monitoring programme to ensure that construction specifications are upheld and that negative environmental impacts are regularly assessed and mitigated against.

The Contractor shall obtain written approval from the Engineer that the site is rehabilitated to their satisfaction at the end of the contract (practical closure) as well as after a 12 month liability period (final closure). If, in the opinion of the Engineer, the Environmental Protection and Control Specifications have not been complied with, further rehabilitation measures can be specified, the costs of which will be borne by the Contractor.

**PD:            PROVISION OF STRUCTURED TRAINING**

**CONTENTS**

Scope

Generic training

Entrepreneurial skills training

In-service training

Measurement and payment

**PD.1           SCOPE**

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

**PD.2            GENERIC TRAINING**

PD.2.1           The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

PD.2.2           The generic training will inter alia comprise, but not be limited to the following subjects:

<b>Course Description</b>	<b>Estimated No. Of Trainees</b>	<b>Estimated Duration (Days)</b>
1. Bricklaying		.....
2. Flagmen		.....
3. Concrete handling, placing and finishing		.....
4. Roofing		.....
5. Plumbing		.....

PD.2.3           Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

PD.2.4           The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:  
(a) The name of the training institution and programme  
(b) The manner in which the training is to be delivered.  
(c) The numbers and details of the trainers

PD.2.5           The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

(a) A suitable venue with sufficient furniture, lighting and power.

- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

- PD.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.
- PD.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- PD.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor.

### **PD.3 ENTREPRENEURIAL SKILLS TRAINING**

- PD.3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- PD.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.
- PD.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- PD.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- PD.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

- PD.3.6 The structured training will comprise out of the following as decided by the Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles	.....
2. Basic Supervision	.....
3. Running A Business	.....
4. Legal Principles	.....
5. Achieving Standards	.....

PD.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

PD.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

PD.3.9 All entrepreneurial training shall take place within normal working hours.

PD.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

PD.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor

#### PD.4. IN SERVICE TRAINING

PD.4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

PD.4.1.1 Details of in-service training

- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
- the details of training to be provided
  - the manner in which the training is to be delivered
  - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
- the name of the contractor
  - the name of the employee
  - the name of the project/contract
  - the nature of the work satisfactorily executed by the worker and the time spent thereon
  - the nature and extent of training provided to the worker
  - the dates of service.
- (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

PD.4.1.2

Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract". All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

PD.5

**MEASUREMENT AND PAYMENT**

	ITEM	UNIT
E12.05 Provision for training		
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum

- (c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above percentage (%)

- (d) Training venue (only if required) lump sum
- (e) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum) sum
- (f) Additional supervision during practical training  
Lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredit training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.



## **C4 SITE INFORMATION**

The following locality sketch is included overleaf:

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

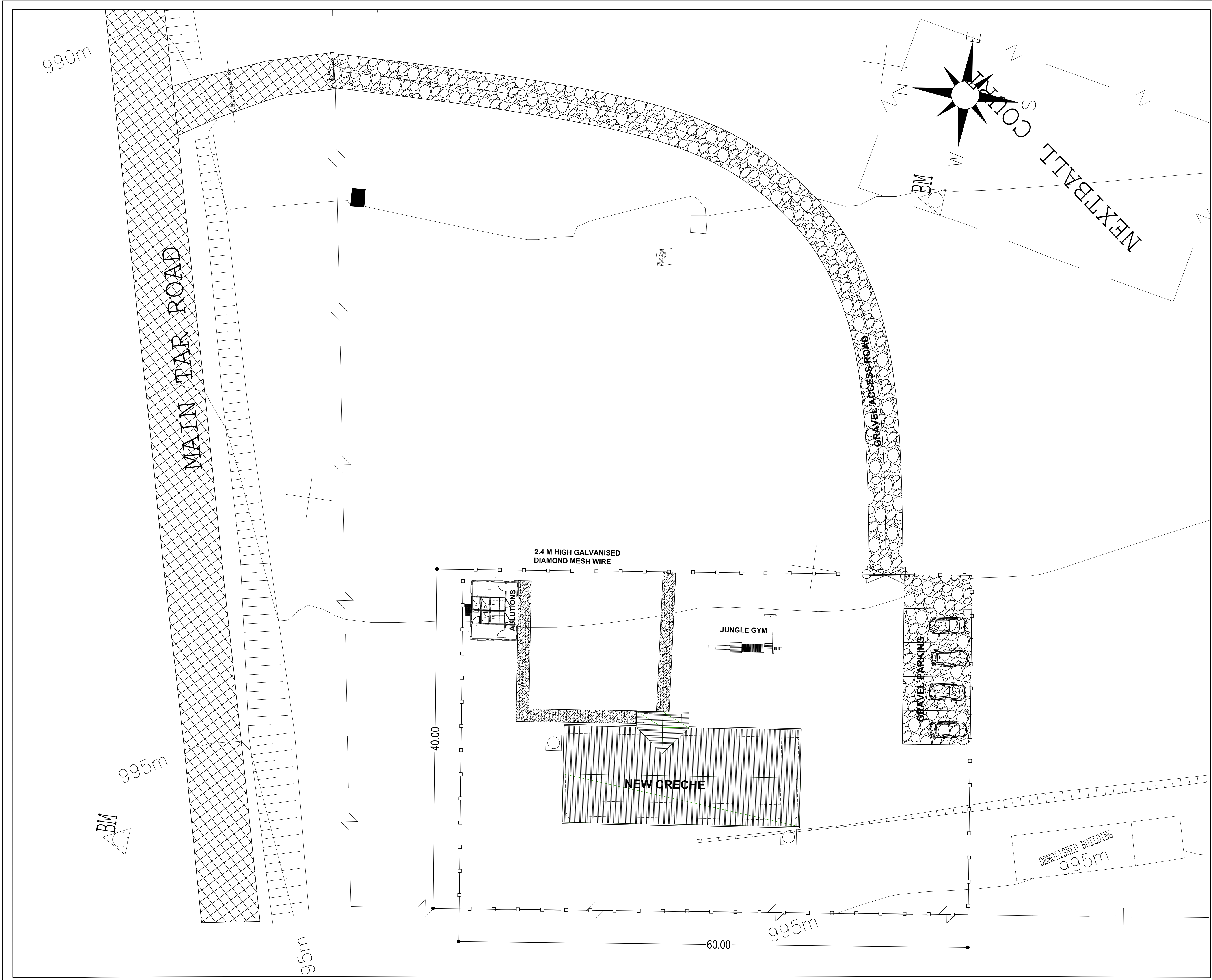
At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as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

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.

The drawings listed in the table overleaf have been bound into the document.

Tenderers are to ensure that they receive a complete set of the tender drawings and must immediately inform the Engineer of any drawings that are missing so that further copies can be issued.

[illegible]



**NOTES**

READ THIS DRAWING WITH ALL OTHER DRAWINGS AND/ SPECIFICATIONS

SPECIFICATIONS:

a) ALL CONCRETE WORK MUST CONFORM TO SABS 1200 G.

b) ALL STRUCTURAL STEEL MUST CONFORM TO SABS 1200 H.

c) ALL EARTHWORKS MUST CONFORM TO SABS 1200 D.

EARTHWORKS (SPEC. SABS 1200 D):

a) ALL EXCAVATIONS AND FOUNDATIONS MUST BE APPROVED BY THE ENGINEER.

b) NO FOOTINGS ARE ALLOWED TO BE PLACED ON FILL MATERIAL. FOOTINGS MUST BE EXCAVATED TO INDICATED FOUNDATION LEVELS. IF NO FOUNDATION MATERIAL IS FOUND AT INDICATED LEVELS, THEN APPROVAL FROM THE ENGINEER IS TO BE OBTAINED TO EXCAVATE DEEPER AND THEN TO FILL WITH (15MPa/19mm) MASS CONCRETE.

c) COMPACTION OF MATERIAL AS PER SPECIFICATIONS.

CONCRETE (SPEC. SABS 1200 G):

a) CONCRETE MIX TO BE DETERMINED ACCORDINGLY. MASS MUST CONFORM TO SPECIFICATIONS.

b) CONCRETE STRENGTH GRADING AND MAXIMUM NOMINAL SIZE OF AGGREGATE TO BE AS FOLLOWS:

MASS CONCRETE AND BLINDING- CLASS 20/19.

COLUMNS AND BASES- CLASS 30/19.

FLOOR SLAB- CLASS 30/19.

ROOF SLAB- CLASS 30/19.

STEEL REINFORCING (SPEC. SABS 1200 H):

a) ALL STEEL REINFORCING MUST BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION MAY TAKE PLACE. AN ENGINEER MUST BE GIVEN A 48 HOUR NOTIFICATION.

b) MINIMUM COVER FOR STEEL REINFORCING MUST BE SUPPLIED WITH THE USE OF PVC SPACERS. SEE BELOW:

BASES

BOTTOM- 75mm.

SIDES- 50mm.

COLUMNS

SADDLES- 40mm.

MAIN REINFORCING- 50mm.

ROOF SLAB

BOTTOM- 40mm.

TOP- 30mm.

WALLS

INSIDE- 40mm.

OUTSIDE-40mm.

REVISIONS		
REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

GS MUKURA

Signature

MARCH. 2020

Date

Consultant



89 Mark Street

P.O. Box 1289

Vryheid 3100

Tel: 087 821 6654

Email: info@grefsholdings.co.za



CONTRACT

CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)

Drawing description

SITE DEVELOPMENT PLAN

Drawn: A NDEBELE

Date: MARCH. 2020

Scale(s): AS SHOWN

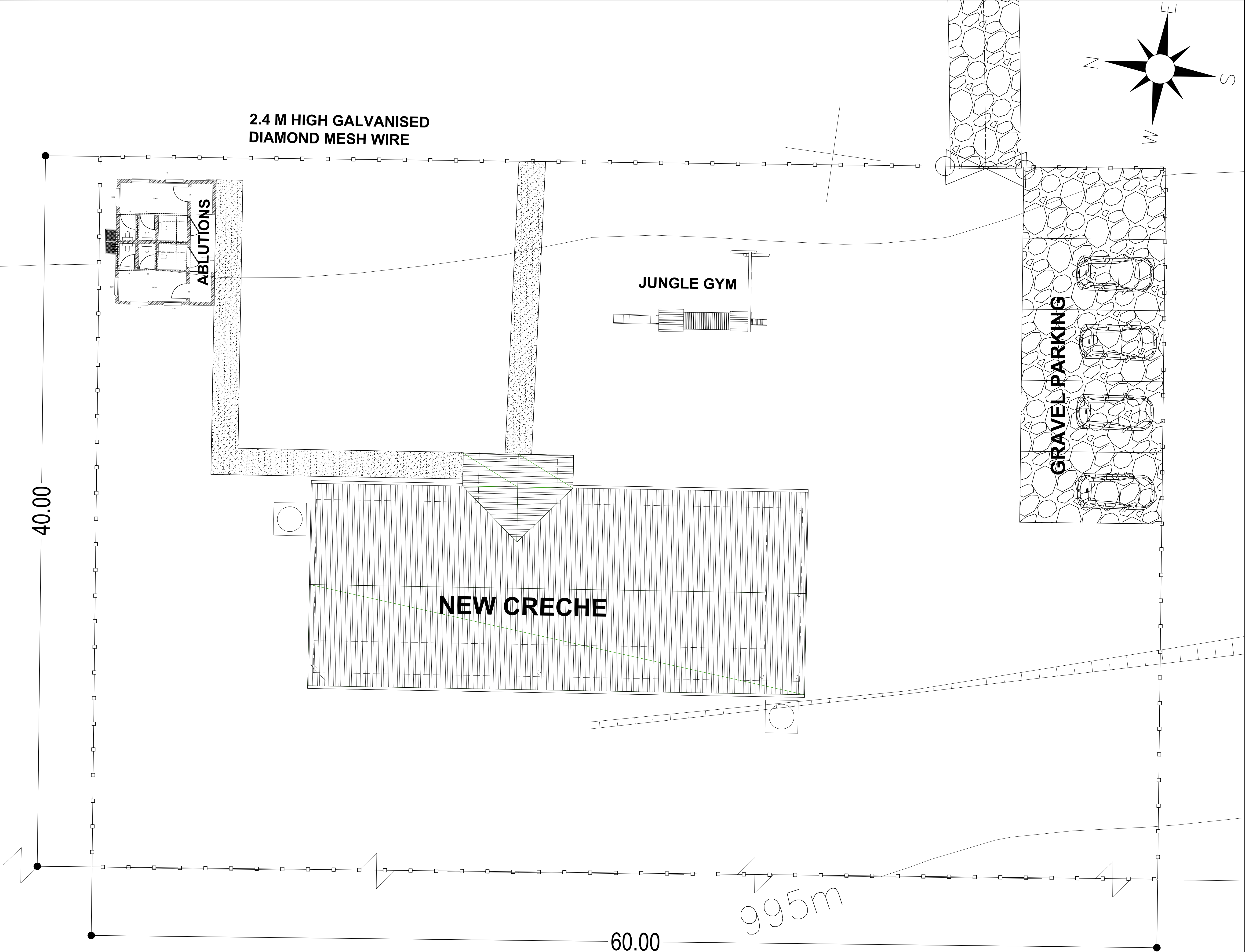
Sheet No.: SHEET 1 OF 1

Consultant Drawing number GV012-01-SDP-C-00

Drawing Size.: A1

Client Drawing number





### NOTES

READ THIS DRAWING WITH ALL OTHER DRAWINGS AND/ SPECIFICATIONS

SPECIFICATIONS:

- a) ALL CONCRETE WORK MUST CONFORM TO SABS 1200 G.
- b) ALL STRUCTURAL STEEL MUST CONFORM TO SABS 1200 H.
- c) ALL EARTHWORKS MUST CONFORM TO SABS 1200 D.

EARTHWORKS (SPEC. SABS 1200 D):

- a) ALL EXCAVATIONS AND FOUNDATIONS MUST BE APPROVED BY THE ENGINEER.
- b) NO FOOTINGS ARE ALLOWED TO BE PLACED ON FILL MATERIAL. FOOTINGS MUST BE EXCAVATED TO INDICATED FOUNDATION LEVELS. IF NO FOUNDATION MATERIAL IS FOUND AT INDICATED LEVELS, THEN APPROVAL FROM THE ENGINEER IS TO BE OBTAINED TO EXCAVATE DEEPER AND THEN TO FILL WITH (15MPa/19mm) MASS CONCRETE.
- c) COMPACTION OF MATERIAL AS PER SPECIFICATIONS.

CONCRETE (SPEC. SABS 1200 G):

- a) CONCRETE MIX TO BE DETERMINED ACCORDINGLY. MASS MUST CONFORM TO SPECIFICATIONS.
- b) CONCRETE STRENGTH GRADING AND MAXIMUM NOMINAL SIZE OF AGGREGATE TO BE AS FOLLOWS:

MASS CONCRETE AND BLINDING- CLASS 20/19.  
COLUMNS AND BASES- CLASS 30/19.  
FLOOR SLAB- CLASS 30/19.  
ROOF SLAB- CLASS 30/19.

STEEL REINFORCING (SPEC. SABS 1200 H):

- a) ALL STEEL REINFORCING MUST BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION MAY TAKE PLACE. AN ENGINEER MUST BE GIVEN A 48 HOUR NOTIFICATION.
- b) MINIMUM COVER FOR STEEL REINFORCING MUST BE SUPPLIED WITH THE USE OF PVC SPACERS. SEE BELOW:

BASES  
BOTTOM- 75mm.  
SIDES- 50mm.

COLUMNS  
SADDLES- 40mm.  
MAIN REINFORCING- 50mm.

ROOF SLAB  
BOTTOM- 40mm.  
TOP- 30mm.

WALLS  
INSIDE- 40mm.  
OUTSIDE-40mm.

### REVISIONS

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Checked by Professional Consultant  
GS MUKURA \_\_\_\_\_

Signature \_\_\_\_\_ Date MARCH. 2020.

Consultant



**GHC**  
ENGINEERS PTY LTD

89 Mark Street  
P.O. Box 1289  
Vryheid 3100  
Tel: 087 821 6654  
Email: info@grefsholdings.co.za



**NQUTHU LOCAL MUNICIPALITY**

Contract

**CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)**

Drawing description

**SITE LAYOUT PLAN**

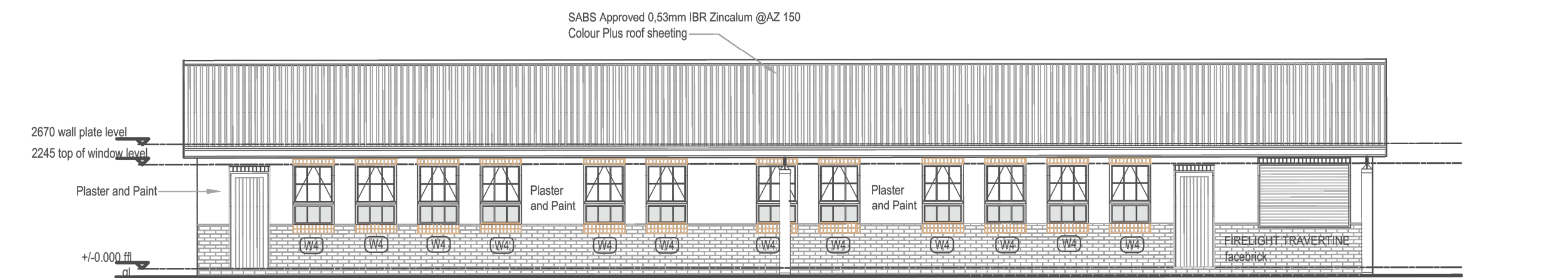
Drawn: **A NDEBELE** Date: **MARCH. 2023**

Scale(s): **AS SHOWN** Sheet No.: **SHEET 1 OF 1**

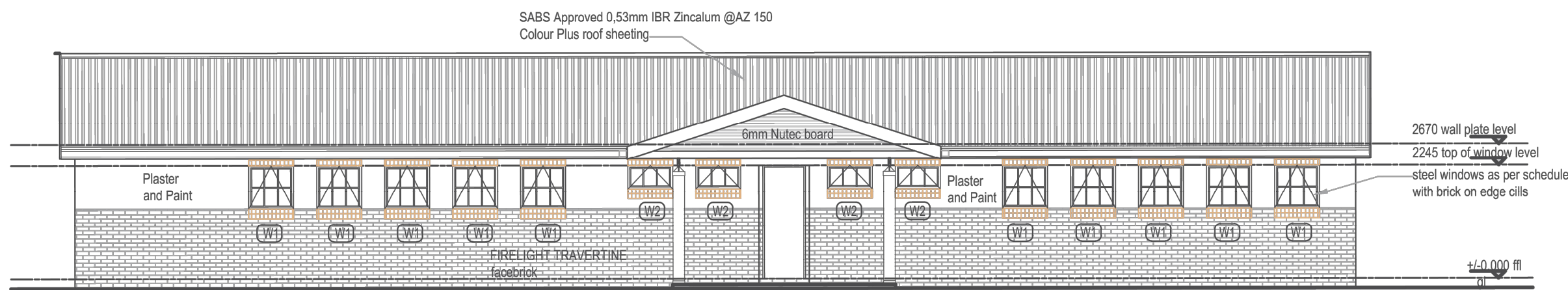
Consultant Drawing number **GV012-02-SDP-C-00** Drawing Size.: **A1**

Client Drawing number

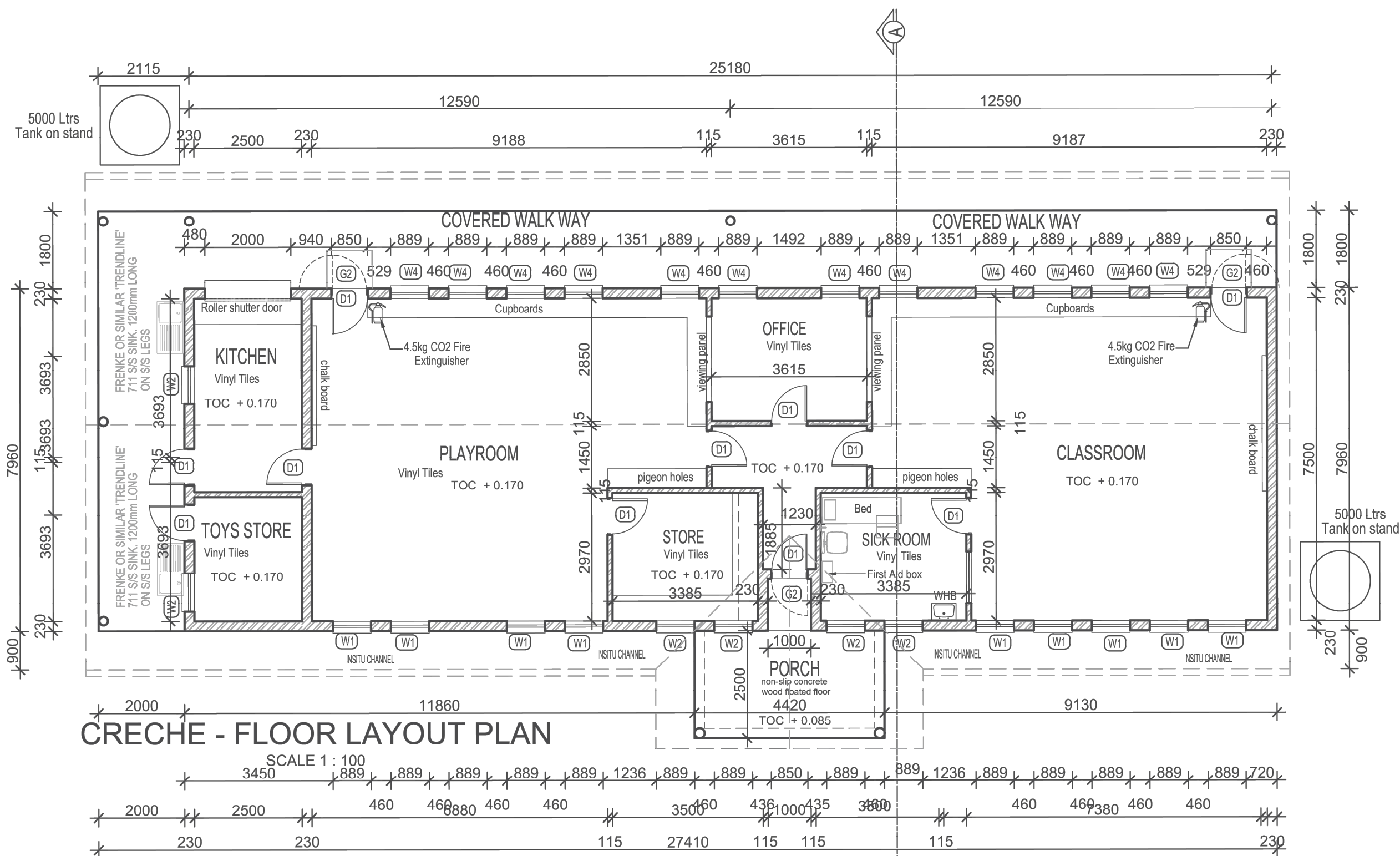




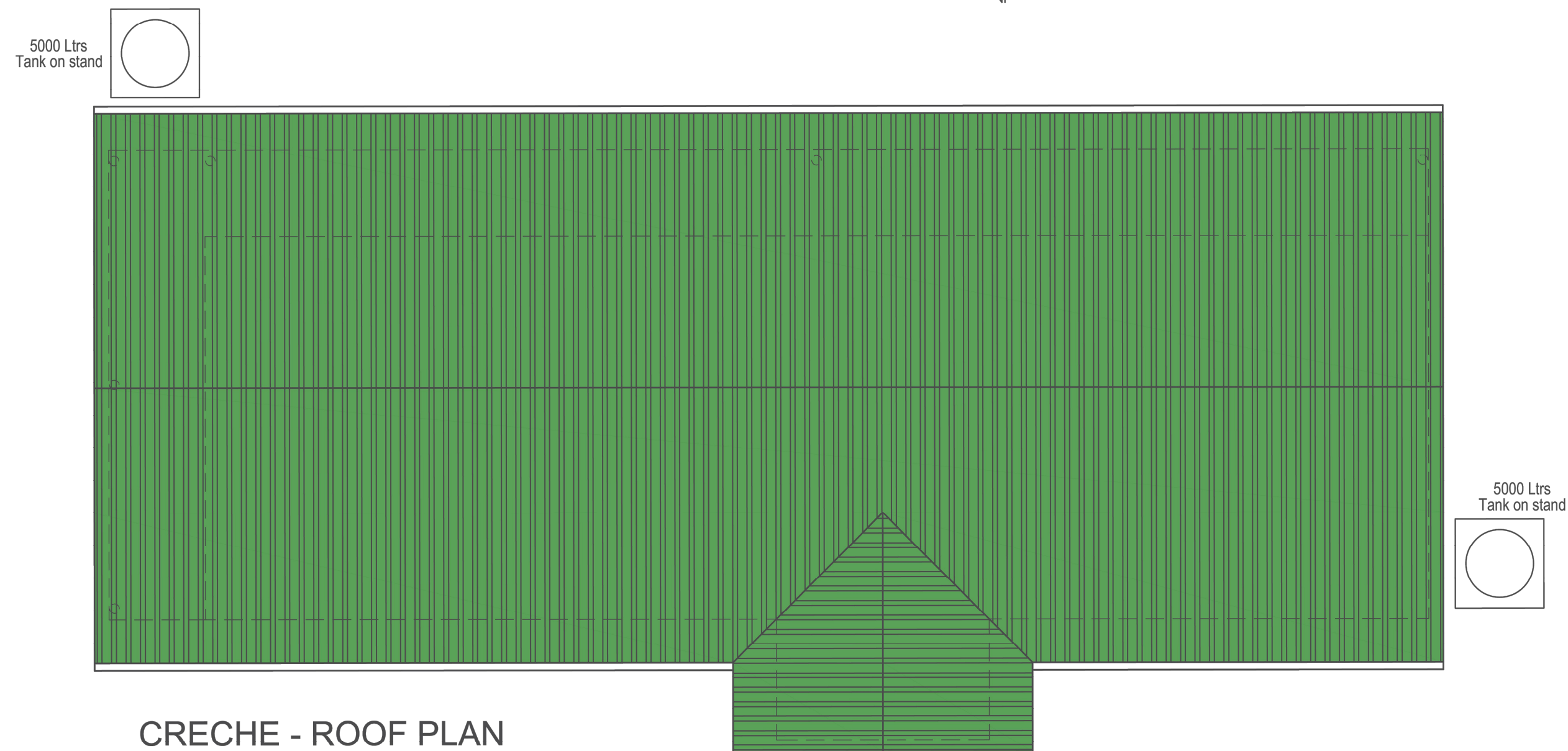
CRECHE - ELEVATION 1  
SCALE 1 : 100



CRECHE - ELEVATION 3  
SCALE 1 : 100



CRECHE - FLOOR LAYOUT PLAN  
SCALE 1 : 100



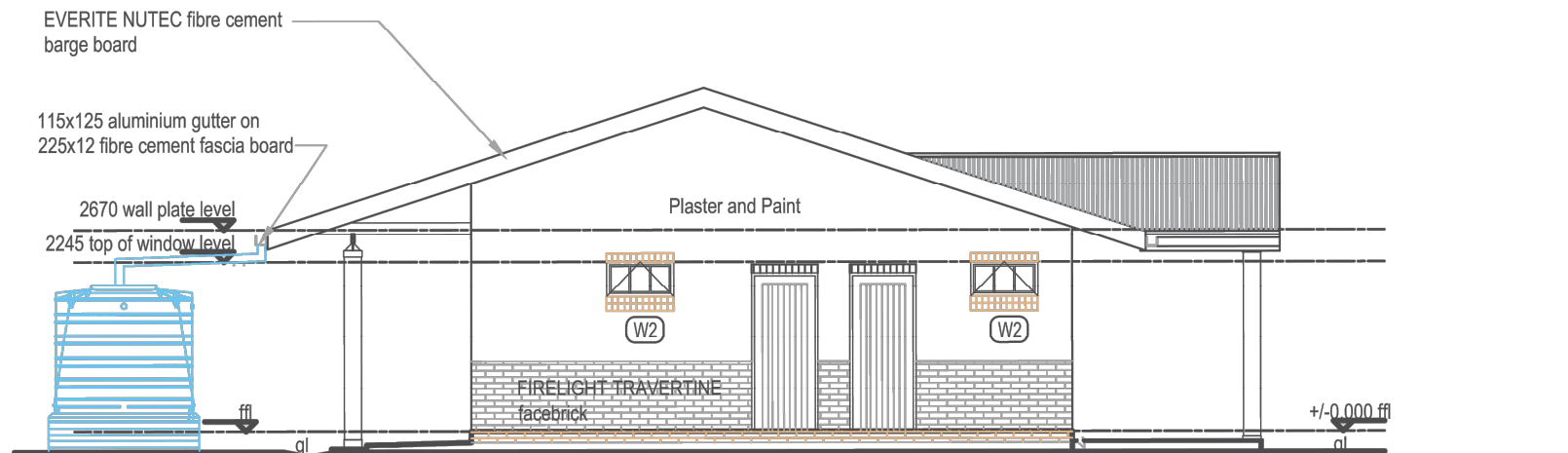
CRECHE - ROOF PLAN  
SCALE 1 : 100

**WALKWAYS :**  
All floor finishes as indicated on plan and as per finishing schedule on 100mm thick concrete slab (20mPa) reinforced with mesh Ref 193 set 25mm below top on 250 microns GUNPLAS USB GREEN waterproofing on 25mm sand bed on fill compacted to ENGINEER'S approval and specification. Walkway floor to be graded to fall 50mm and cast in panels with control joints as per ENGINEER'S DETAIL AND SPECIFICATION. Control joints sealed with 10mm Polysulphide sealant with backing strip and softboard.

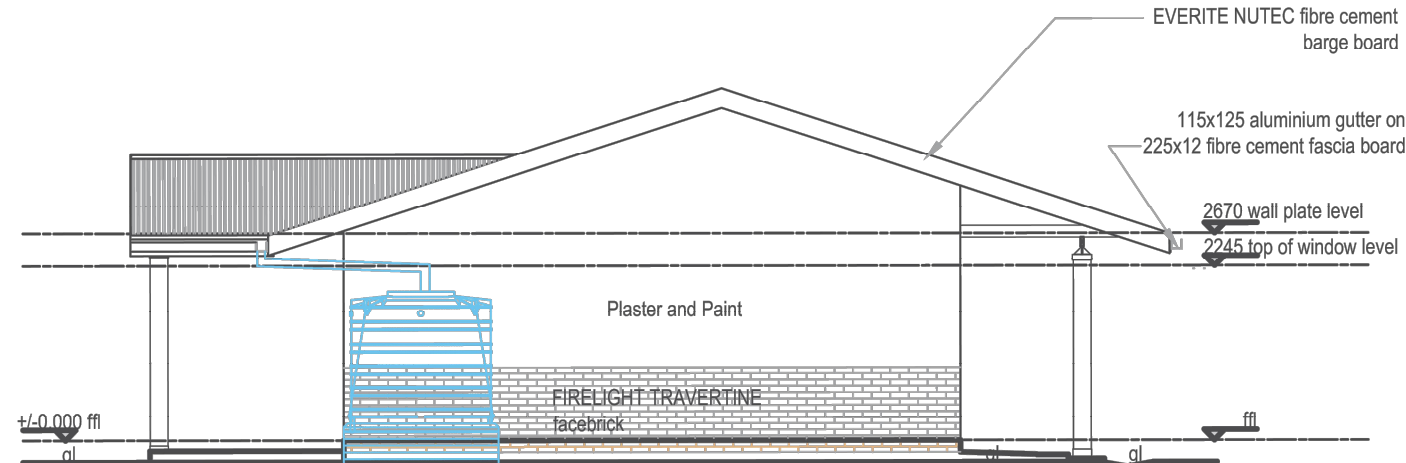
**CONCRETE APRONS / CHANNELS**  
Concrete aprons ( 20mPa ) with REF. 193 mesh fabric laid as per ENGINEER'S DETAIL AND SPECIFICATION on fill compacted to ENGINEERS approval and specifications.  
Control joints sealed with 10mm Polysulphide sealant with backing strip and softboard.

**FOUNDATIONS:**  
All foundations to be as per ENGINEER'S DETAIL AND SPECIFICATION

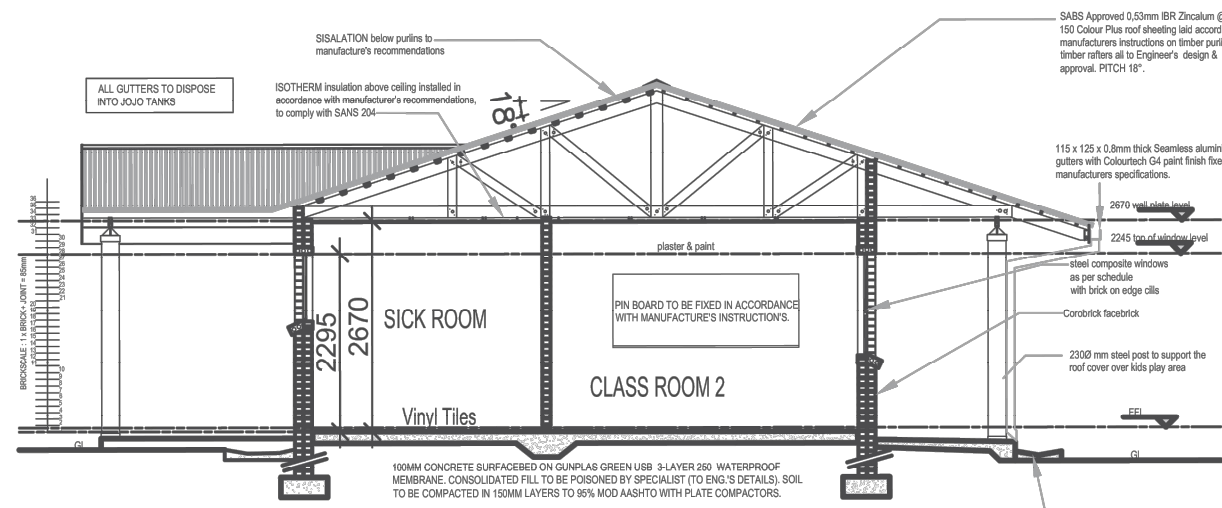
**BACKFILL:**  
Filling to be approved clean earth, well watered and rammed in layers not exceeding 150mm in depth and thoroughly consolidated to a density to ENGINEER'S APPROVAL.  
All as per ENGINEER'S DETAIL AND SPECIFICATION.



CRECHE - ELEVATION 2  
SCALE 1 : 100



CRECHE - ELEVATION 4  
SCALE 1 : 100



CRECHE - SECTION A-A  
SCALE 1 : 100

- NOTES**
- READ THIS DRAWING WITH ALL OTHER DRAWINGS AND/ SPECIFICATIONS
- SPECIFICATIONS:**
- ALL CONCRETE WORK MUST CONFORM TO SABS 1200 G.
  - ALL STRUCTURAL STEEL MUST CONFORM TO SABS 1200 H.
  - ALL EARTHWORKS MUST CONFORM TO SABS 1200 D.
- EARTHWORKS (SPEC. SABS 1200 D):**
- ALL EXCAVATIONS AND FOUNDATIONS MUST BE APPROVED BY THE ENGINEER.
  - NO FOOTINGS ARE ALLOWED TO BE PLACED ON FILL MATERIAL. FOOTINGS MUST BE EXCAVATED TO INDICATED FOUNDATION LEVELS. IF NO FOUNDATION MATERIAL IS FOUND AT INDICATED LEVELS, THEN APPROVAL FROM THE ENGINEER IS TO BE OBTAINED TO EXCAVATE DEEPER AND THEN TO FILL WITH (15MPa/19mm) MASS CONCRETE.
  - COMPACTION OF MATERIAL AS PER SPECIFICATIONS.
- CONCRETE (SPEC. SABS 1200 G):**
- CONCRETE MIX TO BE DETERMINED ACCORDINGLY. MASS MUST CONFORM TO SPECIFICATIONS.
  - CONCRETE STRENGTH GRADING AND MAXIMUM NOMINAL SIZE OF AGGREGATE TO BE AS FOLLOWS:
- MASS CONCRETE AND BLINDING- CLASS 20/19.  
COLUMNS AND BASES- CLASS 30/19.  
FLOOR SLAB- CLASS 30/19.  
ROOF SLAB- CLASS 30/19.
- STEEL REINFORCING (SPEC. SABS 1200 H):**
- ALL STEEL REINFORCING MUST BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION MAY TAKE PLACE. AN ENGINEER MUST BE GIVEN A 48 HOUR NOTIFICATION.
  - MINIMUM COVER FOR STEEL REINFORCING MUST BE SUPPLIED WITH THE USE OF PVC SPACERS. SEE BELOW:

**BASES**  
BOTTOM- 75mm.  
SIDES- 50mm.

**COLUMNS**  
SADDLES- 40mm.  
MAIN REINFORCING- 50mm.

**ROOF SLAB**  
BOTTOM- 40mm.  
TOP- 30mm.

**WALLS**  
INSIDE- 40mm.  
OUTSIDE- 40mm.

## REVISIONS

REV. NO.	DATE	DESCRIPTION

## CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

GS MUKURA

Signature \_\_\_\_\_ AUGUST, 2023  
Date

Consultant



89 Mark Street  
P.O. Box 1289  
Vryheid 3100  
Tel: 087 821 6654  
Email: info@grefsholdings.co.za

Client



**NQUTHU LOCAL MUNICIPALITY**

Contract

**CONSTRUCTION OF BHEKUKUKANYA CRECHE (WARD 06)**

Drawing description

**BHEKUKUKANYA CRECHE (WARD 06)  
FLOOR PLAN & ELEVATIONS**

Drawn: **A RUGORA** Date: **AUG. 2023**

Scale(s): **AS SHOWN** Sheet No.: **SHEET 1 OF 1**

Consultant Drawing number **GV012-03-PLN-C-00** Drawing Size.: **A1**

Client Drawing number

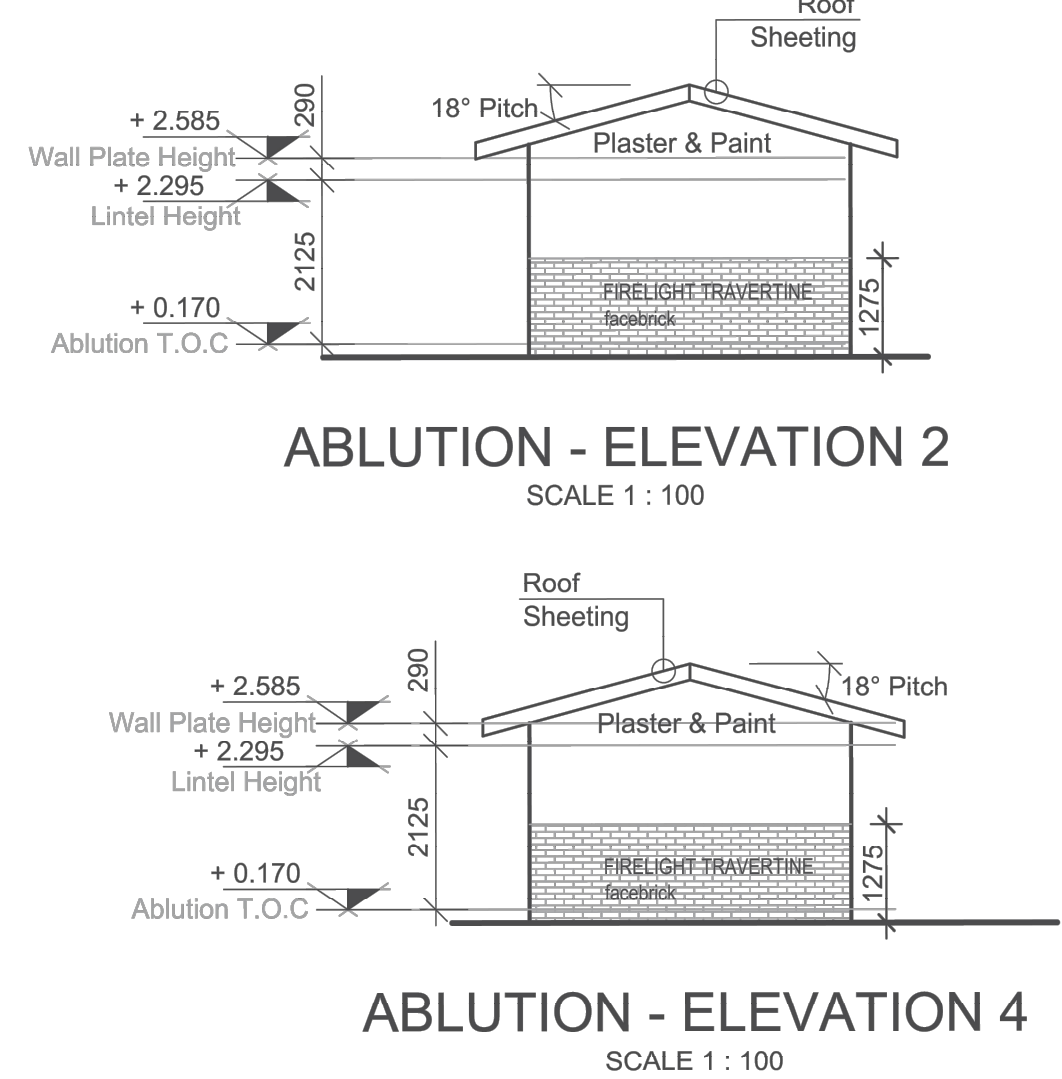
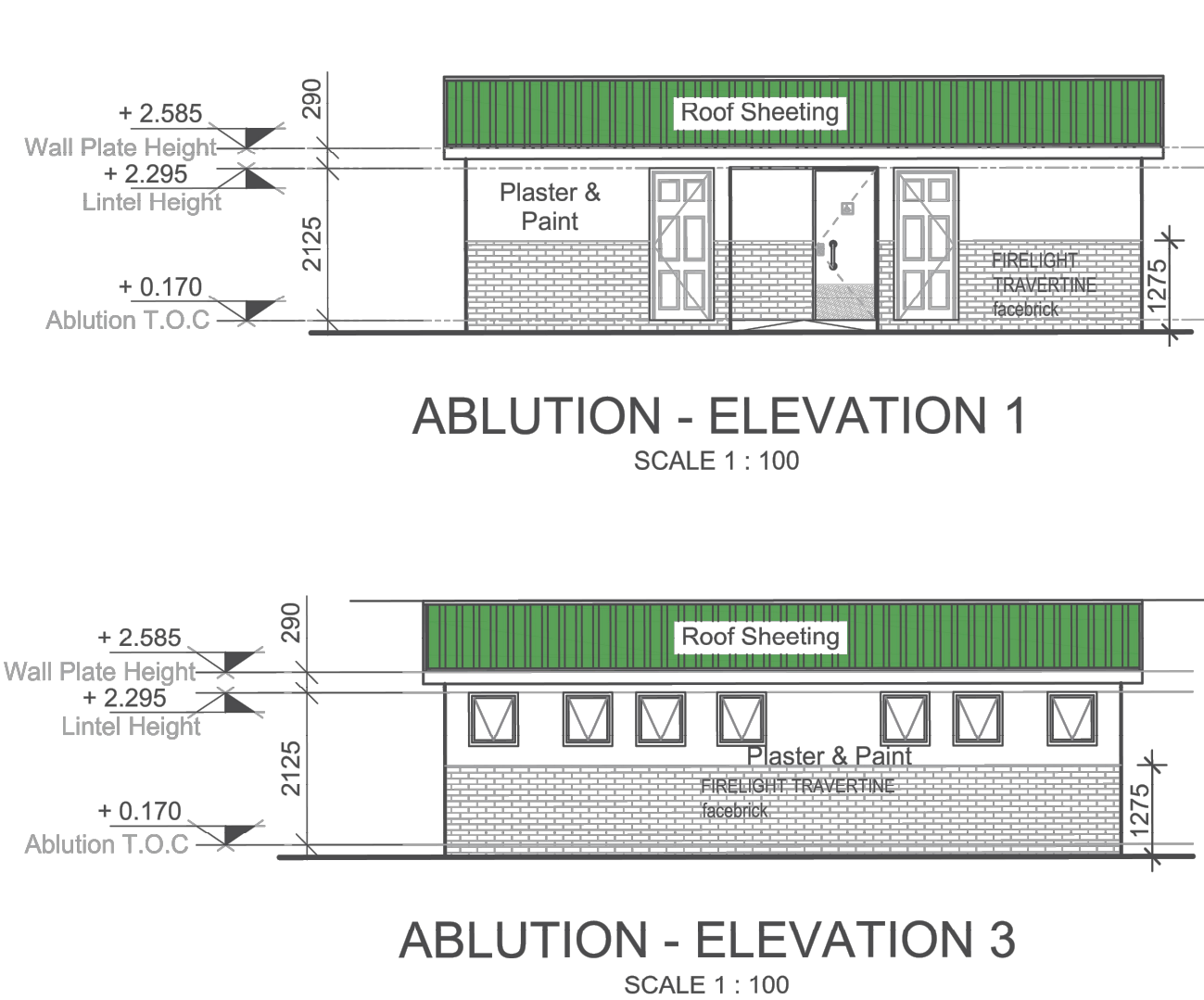
THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL, CIVIL AND STRUCTURAL DRAWINGS



WINDOW SCHEDULE

TYPE:	Durowin 6-HCH	No. Off Required: 9	Durowin 48-H	No. Off Required: 6	Durowin NE1	No. Off Required: 7	Durowin 6-HCH T4CH	No. Off Required: 12
FRAME:	SS Industrial Type rolled steel window sections. SABS approved.		SS Industrial Type rolled steel window sections. SABS approved.		SS Industrial Type rolled steel window sections. SABS approved.		SS Industrial Type rolled steel window sections. SABS approved.	
GLASS:	4mm Clear float glass putted in with steel window putty. 4mm PACIFIC obscure glass putted in with steel window putty, to all non opening sections		4mm PACIFIC obscure glass putted in with steel window putty, to all non opening sections		4mm PACIFIC obscure glass putted in with steel window putty, to all non opening sections		4mm Clear float glass putted in with steel window putty. 4mm PACIFIC obscure glass putted in with steel window putty, to all non opening sections	
FITTINGS:	Approved standard brass fittings to suite opening sashes.		Approved standard brass fittings to suite opening sashes.		Approved standard brass fittings to suite opening sashes.		Approved standard brass fittings to suite opening sashes.	
B.BARS	All opening sections to be fitted with 20 x 5mm galvanised burglar bars, by the manufacturer, prior to the galvanizing process		All opening sections to be fitted with 20 x 5mm galvanised burglar bars, by the manufacturer, prior to the galvanizing process				All opening sections to be fitted with 20 x 5mm galvanised burglar bars, by the manufacturer, prior to the galvanizing process	
FINISH:	Galvanised. No painting required.		Galvanised. No painting required.		Galvanised. No painting required.		Galvanised. No painting required.	

ABLUTION - SECTION A - A  
SCALE 1 : 50



ROOF SLAB  
BOTTOM- 40mm.  
TOP- 30mm.  
WALLS  
INSIDE- 40mm.  
OUTSIDE-40mm.

lient Drawing number