



**BID NO: SK8/3/1-35/2025/26**

Asbestos Removal from Elokshini & JS 5 Portion 6 Farm, Transportation Replacement and Disposal

**CLOSING DATE: 22/06/2026**

**TENDER SUBMITTED BY: Director Infrastructure and Water Services: Mr. F Mashele**

<b>NAME OF TENDERER</b>	
<b>AMOUNT OF TENDER (VAT INCLUSIVE)</b>	
<b>CSD NUMBER</b>	
<b>TEL (Office) No.</b>	
<b>FAX (Office) No.</b>	
<b>Mobile No.</b>	

**ISSUED BY:**

**SEKHUKHUNE DISTRICT MUNICIPALITY**

Private Bag X 8611

Groblersdal

0470

Tel: 013 262 7300

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## SEKHUKHUNE DISTRICT MUNICIPALITY

### **Asbestos Removal from Elokshini & JS 5 Portion 6 Farm, Transportation Replacement and Disposal**

Potential Bidders are hereby invited for a tender bid named above.

Bid document is obtainable from the Sekhukhune District Municipality Offices, Cnr Van Riebeeck and Chris Wiid Street Bareki Mall, Groblersdal upon payment of a non-refundable deposit of R350.00 for each set of documents issued

Closing date of the bid is 10:00AM on Monday 22 June 2026 and should be deposited in the Tender Box **at** AB Sikhosana Fire Station. The Tender Box is generally open 24 hours, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (Second<sup>3</sup><sup>RD</sup> Edition) 2015.

The Municipality shall adjudicate and award Bids in accordance with MFMA regulation on 80/20 point system, 80 points for the price and 20 points for contribution, OR on 90/10 point system, 90 points for the price and 10 points for contribution. Prospective Bidders must accept that the Bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDDERS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations).

Tenderer must submit **valid proof of Registration as Asbestos Contractor for Type 2 or 3 Asbestos Work as per the Asbestos Abatement Regulations, 2020**. In case the Tenderer intends to subcontract, proof of Registration as Asbestos Contractor of the subcontractor for Asbestos Work as per the Asbestos Abatement Regulations, 2020 is provided. A letter of intent is provided where the services of a subcontractor will be used.

Enquiries related to this bid document should be addressed to Supply Chain Management (**Mr Voster MASEMOLA**) at Tel No. 013 262 7669. Technical queries should be directed to **Mr F MASHELE** at Tel No. 013 262 7535

The district municipality is not obliged to appoint tenderer with the lowest price and reserves the not to make any appointment.

**MUNICIPAL MANAGER: M.M KGWALE**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SEKHUKHUNE DISTRICT MUNICIPALITY)</b>					
BID NUMBER:	SK8/3/1-22/2025/2026	CLOSING DATE:	22/06/2026	CLOSING TIME:	10H00
DESCRIPTION	Asbestos Removal from Elokshini & JS 5 Portion 6 Farm, Transportation Replacement and Disposal				
<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) SEKHUKHUNE DISTRICT MUNICIPALITY-  
AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE STATION)


<b>SUPPLIER INFORMATION</b>	
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NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

HDI Specific Goals
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<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>			
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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
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
--------------------------------------------------------	--------------------------------------------------

DEPARTMENT	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	INFRASTRUCTURE AND WATER SERVICES
CONTACT PERSON	VOSTER MASEMOLA	CONTACT PERSON	FLOYD MASHIEL
TELEPHONE NUMBER	013 262 7656	TELEPHONE NUMBER	013 262 7535
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za	E-MAIL ADDRESS	<a href="mailto:mashielef@sekhukhune.gov.za">mashielef@sekhukhune.gov.za</a>

### PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	
1.4. <b>THIS BID IS VALID FOR 90 DAYS</b>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<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>	

**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.**

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			



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### T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

#### The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is: Name: <b>Sekhukhune District Municipality</b> Address: <b>Bareki Mall Offices, Cnr Van Riebeeck Chris Wild Street, Groblersdal 0470</b> Telephone: <b>(013) 262 7600</b> Email: <a href="mailto:masemolav@sekhukhune.gov.za">masemolav@sekhukhune.gov.za</a> & <a href="mailto:mashelef@sekhukhune.gov.za">mashelef@sekhukhune.gov.za</a>
F.1.2	The Bid documents issued by the employer comprise: T1.1 Bid notice and invitation to Bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules <b>Part 1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Performance Guarantee C1.4 Disclosure Statement C1.5 Adjudication Board Member Agreement C1.6 The Variations to the General Conditions of Contract C1.7 Occupational Health and Safety <b>Part 2: Pricing data</b> C2.1 Pricing instructions C2.2 Preamble Schedule of Quantities <b>Part 3: Scope of work</b> C3 Scope of work <b>Not Applicable for this tender</b> <b>Part 4: Site information</b> Site information <b>DRAWINGS</b>  <b>Project Specification</b>
F.1.5	The Employer's right to accept or reject any Bid off. The employer is not obliged to accept the lowest or any Bid offer.



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F.2.2 The following Bidders who possess valid proof of Registration as Asbestos Contractor for Type 2 or 3 Asbestos Work as per the Asbestos Abatement Regulations, 2020, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit Bids.

F.2.7	<p>The arrangements for a non-compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.</p> <p>Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.</p>
F.2.12	No alternative Bid offers will be considered
F.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as original only.
F.2.13.5 F2.15.1	<p>The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:</p> <p><b>Location of Bid box:</b> Groblersdal Fire station  <b>Physical address:</b> On the R33 to Stoffberg, Co-ordinates: 25 09 45 S, 29 24 39 E  <b>Identification details:</b> Bid Number: <b>SK8/1-10/2025/26</b> APPOINTMENT OF PANEL OF CONTRACTORS TO SUPPLY, DELIVER GENERAL BUILDING CONSTRUCTION WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS  1GB or Higher</p> <p>Private Bag X 8611, Groblersdal  0470</p>
F.2.13	<p>A one-envelope procedure will be followed.</p> <p>Method 4</p>
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.



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F.2.16	The Bid offer validity period is <b>90 days</b>
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for inspections, tests and analysis by personnel acting on behalf of the Employer.
F.2.20	<b><u>Eligibility requirements</u></b> Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labor-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.
F.2.21	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.

F.2.22

Generic	Tick if completed
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The tenderer must complete the returnable documents as listed

Tender Specific – Unique with each tender.	Tick if completed
OHS Practices and Compliance (Act 85 of 1993)	
Record of Addenda to Tender Documents (Compulsory where applicable)	
Schedule of Equipment	
Schedule of Tender's Experience	
Tenderer's Schedule of Management Staff and Proposed Key Staff	
Financial Reference (Bank Ratings)	
Schedule of Current Commitments	

F.3.4	Bids will be opened immediately after the closing time for Bids at Municipal Offices, Sekhukhune District Municipality Offices. The procedure for the evaluation of responsive Bids is Method 4
	<p>The financial offer will be scored using Formula 2 (option 1) where the value of <math>W_1</math> is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive Bids received have a value in excess of R 50 000 000; or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive Bid offers equals or is less than R 50 000 000.</p> <p>Up to 100 minus <math>W_1</math> Bid evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F.3.11	<p>A maximum of 100 minus <math>W_1</math> Bid evaluation points will be awarded for the extent to which the Bided Contract Participation Goal exceeds the specified minimum. The basis of award of preference points is:</p> $N_p = \frac{(100 - W_1) \times (D - D_s)}{(X - D_s)}$ <p>Where,</p> <p>D = Bided Contract Participation Goal.</p> <p><math>D_s</math> = the minimum Contract Participation Goal below which no preference will be granted, namely, 10%</p> <p>X = the maximum Contract Participation Goal above which no further Bid evaluation points are awarded, namely 30 %.</p> <p><math>W_1</math> = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.</p>
F3.13.1	<p>Bid offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the Bidder has in his or her possession an original valid Tax Clearance Certificate or tax compliance status pin certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the Bidder or any of its directors is not listed on the Register of Bid 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;</li> <li>the Bidder has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given written notice to this effect; and</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process.</li> <li>the Bidder does not have arrears on municipal rates and levies exceeding 3 months.</li> <li>the Bid offer is signed by a person authorized to sign on behalf of the Bidder</li> <li>Bidders declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the Bidder's health and safety plan, is included with his Bid submission.</li> <li>a Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid</li> <li>the Employer is satisfied that the Bidder or any of his principals have not influenced the Bid offer and acceptance by the following criteria: <ol style="list-style-type: none"> <li>having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;</li> <li>having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;</li> <li>having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the aware of a Contract in the Bidders favour</li> <li>having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Biding for this Contract or as to the amount of the Bid to be submitted by either party</li> <li>having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Bid:</li> </ol> </li> <li>The Employer may, in addition to using any other legal remedies, repudiate the Bid offer and acceptance and declare the Contract invalid should it have been concluded already</li> </ol>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

F.3.19	<p><b>F.2.2.1 Key personnel:</b> The following personnel certified qualifications and cv must be attached as the work team to assist the bidder to execute task of the bidder and available for the envisaged appointments:</p> <ol style="list-style-type: none"> <li>1. <b>Project Leader</b> who is a registered engineer and Technologist with at least five years verifiable post graduate experience in the water services project management. The person must demonstrate competence in water services experience and qualification and/or completion of BEng / BTech/NDip &amp; Pr CPM / B.Sc. (Hons/). The Project Leader must have acted as the „Project Leader“ after completing of BEng / BTech/NDip &amp; Pr CPM / B.Sc. (Hons/) with Civil Engineering studies in water services Works for atleast three years.</li> <li>2. <b>Supervisor</b> is a Registered Asbestos Worker Supervisor (certificate presented)</li> <li>3. <b>Project Manager</b> who is a registered engineer and Technologist with at least five years verifiable post graduate experience in the water services project management. The person must demonstrate competence in water services experience and qualification and/or completion of National Diploma in Civil Engineering/ or construction management. The Project Manager must have acted as the „Project Manager“ after completing National Diploma in Civil Engineering studies in water services Works for at least three years.</li> </ol>
F.3.20	<p><b>Functionality Evaluation:</b></p> <p>Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 70 points or more for quality will be considered for further evaluation. Bids that score less than points will be rejected as non-responsive.</p>
F.2.3.	<p><b>Clarification meeting:</b> Non- compulsory</p>
F.2.4.	<p>The service providers appointed are expected to assist the municipality by responding to the breakdowns, providing value for money and quality as and when they are addressing the incidents. Scope quantification of orders will not be guaranteed; however, orders will be issued as per the services are required to make good and sound functionality. The client will expect that the supplier will make quotation based on the rate per unit offered during the submission of the bid document.</p> <p>Submitting a bid:</p> <p>F.2.5.1. The tender bid document for this bid cannot be changed by bidders</p> <p>F.2.5.2. The bid document can be downloaded from E tender</p> <p>F.2.5.3. The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the CIDB joint venture certificate, CSD joint venture tax certificate and JV VAT number, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration</p>



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### Standard Conditions of Bid

#### F.1 General

##### F.1.1 Actions

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

##### F.1.2 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** 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 purpose of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **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
- c) **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
- d) **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 Representative

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 representative 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, 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.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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.2.2 Cost of Tendering**

Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

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

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

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

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

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

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

## **F.2.6 Acknowledge addenda**

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

## **F.2.7 Clarification meeting**

Attend a **non-compulsory 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.

**F2.10.2** 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** Alternative tender offers will not be accepted on this contract.

### **F.2.13 Submitting a Tender offer**

**F.2.13.1** Submit a Tender offer 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 in black 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.2.14** 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 10h00 on 22/06/2026 as stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

**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.

**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. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the Tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory

reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Tender offer as non-responsive.

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

**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 seven days before the Tender closing time stated in the Tender Data. If, as a result a Tenderer applies

for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to 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 opening held immediately after the opening of Tender submissions, at a venue indicated in the Tender data, the name of each Tenderer whose Tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Tender offer only.

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

### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation above 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. 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**

Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- 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**

- Check responsive Tender offers for arithmetical errors, correcting them in the following manner: Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate will be corrected.
- 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 a bills of quantities applies) to achieve the Tendered total of the prices.

The Tenderer will be asked to revise selected item prices (and their rates if bills of quantities applies) to achieve the Tendered total of the prices.

Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

**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**

**F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> <li>1) Rank tender offers from the most favorable to the least favorable comparative offer.</li> <li>2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score tender evaluation points for financial offer.</li> <li>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 3: Financial offer and quality	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data .</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.</li> <li>4) Calculate total tender evaluation points.</li> <li>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so..</li> </ol>

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

**F.3.11.2 Scoring Financial Offers** Score the financial offers of remaining responsive Bid offers using the following formula:

$N_{FO} = W_1 \times A$  where:  
 $N_{FO}$  = the number of Bid evaluation points awarded for the financial offer.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\frac{(P - P_m)}{P_m}$	$P/P_m$
2	Lowest price or percentage commission/fee	$\frac{(P - P_m)}{P_m}$	$P_m/P$

$N_{FO}$  = the number of Bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

$$(1 + \quad )$$

$$(1 - \quad )$$

where:

$P_m$  = the comparative offer of the most favorable Bid offer.

$P$  = the comparative offer of Bid offer under consideration.

### FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES

**A TENDERER MUST ACHIEVE A TOTAL SCORE OF 6070 IN ORDER TO QUALIFY FOR FURTHER EVALUATION ON FUNCTIONALITY.**

Bidders will be evaluated in the following aspects:

- REPUTATIONS AND REFERENCE
- EXPERIENCE OF STAFF AND PERSONNEL
- PLANT AND EQUIPMENTS
- ASBESTOS CLEARANCE CERTIFICATE FROM THE APPROVED INSPECTION AUTHORITY

Bidders will be evaluated on the following aspects: **MANDATORY TECHNICAL EVALUATION CRITERIA**

Mandatory Technical Evaluation Criteria	Meet (YES / NO)	Motivation & Comments
Tenderer submits valid proof of Registration as Asbestos Contractor for Type 2 or 3 Asbestos Work as per the Asbestos Abatement Regulations, 2020. In case the Tenderer intends to subcontract, proof of Registration as Asbestos Contractor of the subcontractor for Asbestos Work as per the Asbestos Abatement Regulations, 2020 is provided. A letter of intent is provided where the services of a subcontractor		

Mandatory Technical Evaluation Criteria	Meet (YES / NO)	Motivation & Comments
will be used.		
Tenderer demonstrates that personnel involved in the Works are competent in asbestos removal and replacement with non-asbestos material. Submit proof of competence or training.		
Registered Asbestos Worker Supervisor (certificate presented)		
Registered Asbestos Worker Skilled / Semi-Skilled Persons (certificate presented)		
Contractor able to transport collected asbestos waste to a registered Asbestos disposal site. (A valid transport permit approved for transportation of hazardous waste must be presented)		
Copy of the approval certificate of the final disposal site to be presented.		
Information, Instruction and training Proof that employees and supervisors involved in Asbestos work attended training as required by Relations 7(3-6) of the Asbestos Abatement Regulations, 2020. Proof of training provided by a competent person.		
Medical Surveillance Submit proof that all personnel involved in Asbestos Work are medically monitored		

NB. A response of “NO” to any of the Mandatory Evaluation Criteria would result in the evaluation not proceeding any further.

<b>ASSESSMENT OF BIDDER - FORM 1</b>						
<b>Contractor track record in Asbestos removal, transportation and disposal</b>						
Assessment of bidder's previous performance						
This must be sent by the bidder to the references listed in the experience of tenderer schedule						
Name of bidder:						
Project Name						
Contract/ Tender number (if applicable):						
Original contract value						
Revised Value of contract						
Date of commencement						
Contract duration						
Contract completion date						
Your assessment of the contractor's performance in the following Please tick one of the blocks on the right-hand side						
	1	2	3	4	5	
Turnaround timeline						
Quality of feedback						
Accountability and Availability						
Reliability						
Customer satisfaction						
1=Poor, 2= Unsatisfactory, 3= Average, 4= Good, 5= Excellent						
Comments:						
Institution/ Dept Name/ Company						
Name of person completing this assessment form						
Company Stamp						
Telephone number						
Email address	-					
Date of assessment						

<b>ASSESSMENT OF BIDDER - FORM 2</b>						
<b>Contractor track record in Asbestos removal, transportation and disposal</b>						
Assessment of bidder's previous performance						
This must be sent by the bidder to the references listed in the experience of tenderer schedule						
Name of bidder:						
Project Name						
Contract/ Tender number (if applicable):						
Original contract value						
Revised Value of contract						
Date of commencement						
Contract duration						
Contract completion date						
Your assessment of the contractor's performance in the following Please tick one of the blocks on the right-hand side						
	1	2	3	4	5	
Turnaround timeline						
Quality of feedback						
Accountability and Availability						
Reliability						
Customer satisfaction						
1=Poor, 2= Unsatisfactory, 3= Average, 4= Good, 5= Excellent						
Comments:						
Institution/ Dept Name/ Company						
Name of person completing this assessment form						
Company Stamp						
Telephone number						
Email address	-					
Date of assessment						

<b>ASSESSMENT OF BIDDER - FORM 3</b>						
<b>Contractor track record in Asbestos removal, transportation and disposal</b>						
Assessment of bidder's previous performance						
This must be sent by the bidder to the references listed in the experience of tenderer schedule						
Name of bidder:						
Project Name						
Contract/ Tender number (if applicable):						
Original contract value						
Revised Value of contract						
Date of commencement						
Contract duration						
Contract completion date						
Your assessment of the contractor's performance in the following Please tick one of the blocks on the right-hand side						
	1	2	3	4	5	
Turnaround timeline						
Quality of feedback						
Accountability and Availability						
Reliability						
Customer satisfaction						
1=Poor, 2= Unsatisfactory, 3= Average, 4= Good, 5= Excellent						
Comments:						
Institution/ Dept Name/ Company						
Name of person completing this assessment form						
Company Stamp						
Telephone number						
Email address	-					
Date of assessment						

**TECHNICAL EVALAUTION FUNCTIONAL CRITERIA**

**Table A: Technical Evaluation Criteria.**

**NB. Experience (All experience measures will be assessed on the strength of supporting evidence, i.e. CVs for experience of employees, project completion certificates, testimonials for project work and evidence of completed works)**

No	Qualitative Technical Evaluation Criteria	Score		Motivation & Comments (Identified risk(s) / exceptions / conditions)	Office use only
		[Qualification Threshold: 70 points]			
1	Tenderer to provide proof to be able to execute asbestos removal and replacement (Registration as Asbestos Contractor for Type 2 or 3 Asbestos Work as per the Asbestos Abatement Regulations, 2020)		20 points		
1.1.	Tenderer is registered to execute Asbestos removal and replacement	20			
2	Submission of a comprehensive method statement / standard operating procedure for the removal and disposal of asbestos		20 points		
2.1	Method statement / standard operating procedure submitted	20			
2.2	No method statement / standard operating procedure submitted	0			
3	Contractor track record in Asbestos removal, transportation and disposal (Consent letter from Department of labour)		30 points		
3.1	Tenderer has successfully completed at least 3 Asbestos work	30			
3.2	Tenderer has successfully completed at least 2 Asbestos work	20			
3.3	Tenderer Completed not more than 1 Asbestos work	10			
3.4	Tenderer has no proof of previous Asbestos work (i.e. tenderer to sub-contract)	0			
4	<b>The Contractor acknowledges that he will provide a Safety File for acceptance by Employer prior to commencement of work which will include Asbestos Risk Assessment</b>		30 points		
4.1	Tenderer submitted acknowledgement	30			
4.2	Tenderer did not submit an acknowledgment	0			
5	<b>Total</b>		<b>100</b>		
6	<b>Threshold</b>		<b>70</b>		

Bidders must meet a minimum threshold of 70 points for functionality. All tenderers with less than 70 points will be disqualified from further evaluation.

### **F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

### **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**

**F.3.13.1** Accept Tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

**F.3.13.2** 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful Tenderers**

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

### **F.3.15. 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,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the employer, shall be included.

**F.3.17 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.3.18 Provide copies of the contracts**

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

## TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate or pin issued must be submitted together with the bid. Failure to submit the 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 Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

MBD2/ Application for tax Certificate...





**SEKHUKHUNE**  
District Municipality

## SEKHUKHUNE DISTRICT MUNICIPALITY

### T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

#### Returnable Schedules required only for Bid evaluation purposes

Administrative Requirements	Tick if Completed
Certificate of Authority for Joint Venture ( <i>Compulsory where applicable</i> )	
Original Certified Copy of Identity Documents for Directors not older than three months	
Copy of Company Registration Documents or CK1 for Close Corporations	
Valid Tax Clearance Certificate Issued by the South African Revenue Service/ <i>PIN issued by SARS</i>	
Compliant CSD Registration/CSD Summary Report	
Mandatory Requirements (Compulsory)	Tick if Completed
Invitation to Bid, Part A & B (MBD1)	
Pricing Schedule – Firm Prices (Purchases) (MBD 3.1)	
Declaration of Interest (MBD4)	
<p><b>Bids less than R10 million</b></p> <p><b>If the estimated value of the transaction is less than R10 million, the bid documentation must require the bidders to furnish:</b></p> <ul style="list-style-type: none"> <li>The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority/ Municipality and Affidavit under oath; or proof that indicating that there are no municipal rates payable</li> </ul> <p><b>Consent forms to verify outstanding municipal services</b></p> <ul style="list-style-type: none"> <li>It is the policy of Sekhukhune District Municipality that all bidders participating in the procurement process must complete and submit the consent form authorizing the verification of any outstanding municipal services payments, including but not limited to water, electricity, and taxes prior to the awarding of the contract</li> </ul>	
<p><b>Bids exceeding R10 million</b></p> <p><b>If the estimated value of the transaction exceeds R10 million, the bid documentation must require the bidders to furnish:</b></p> <ul style="list-style-type: none"> <li>if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years, or</li> <li>since their establishment if established during the past three years,</li> <li>In terms of a Joint Venture, their Lead Partner audited annual financial statements for the past three years,</li> <li>A certificate signed by the bidder certifying that the bidder and any of its directors has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.</li> <li>The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days or proof of lease agreement including rates for the landlord. In case where the</li> </ul>	

<p>Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority, or Municipality and Affidavit under oath; or proof that indicating that there are no municipal rates payable</p> <ul style="list-style-type: none"> <li>particulars of any contracts awarded to the bidder 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, and</li> <li>a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.</li> </ul>	
Declaration For Procurement Above R10 Million (Vat Included) (MBD 5)	
Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	
Contract Form - Rendering of Services (MBD 7.2)	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8)	
Certificate of Independent Bid Determination (MBD9)	
Schedule 1A: <b>Compulsory</b> Enterprise Questionnaire	
Schedule 1B: Authority for Signatory / Letter of authorized signatories	
Form of offer to be properly signed	
Bidder Municipal Services Account Verification Consent Form	
Valid proof of Registration as Asbestos Contractor for Type 2 or 3 Asbestos Work as per the Asbestos Abatement Regulations, 2020.	
COIDA	

**Note:** *The meaning of the cursive type for each form is as follows:*

- Administrative Requirements:** Bidders must submit administrative requirements for evaluation.
- It is the responsibility of the bidder to bind the bid document.

**2. Other documents required only for Bid evaluation purposes**

- Certificate of Contractor Registration issued by the Construction Industry Development Board
- A valid Tax Clearance Certificate issued by the South African Revenue Services.

**3. Returnable Schedules that will be incorporated into the contract**

- MDB 1:
- MBD 3: Pricing Schedules
- MBD 4: Declaration of Interest
- MBD 6.1: Preference Points Claim Form in Terms Of The Preferential Procurement Regulations 2001
- MBD 7.2: Contract Form
- MBD 8: Declaration of Tenderer's Past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination

**4. Other documents that will be incorporated into the contract**

**5. The offer portion of the C1.1 Offer and Acceptance**

**6. C1.2 Contract Data (Part 2)**

**7. C6.2 Bills of quantities**

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate 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).

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

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

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

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

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

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

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

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

\*Delete if not applicable

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

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

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

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

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

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

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

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

\*Delete if not applicable

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

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

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

Where:

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

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

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

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

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

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

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

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

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

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

**DECLARATION OF INTEREST**

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

\* 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.

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 persons 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, principal 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, principal 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 THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

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?

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.

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

\* Delete if not applicable

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

**\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

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

**\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

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

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

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

1.4 **To be completed by the organ of state:**  
 The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI(Black, Indians and Coloured)	6	12		
Woman – Ownership of more than 50%	1	2		
Disability Ownership of more than 50% (Physically Impaired)	1	2		
Youth – Ownership of more than 50%	1	2		
Locality (Within SDM Jurisdiction)	1	2		
	<b>10</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

6. CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Proof of tax compliance status;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

WITNESSES	
1	.....
2	.....
DATE:	.....

DATE .....

MBD 7.2

**CONTRACT FORM - RENDERING OF SERVICES**

**8. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

1.	<i>DESCRIPTION OF</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL
2.	<i>SERVICE</i>				

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

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

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

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

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

**(Bid Number and Description)**

in response to the invitation for the bid made by:

\_\_\_\_\_

**(Name of Municipality / Municipal Entity)**

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

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

**(Name of 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.
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.

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

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

Date

.....

..... Position

Name of Bidder

**SEKHUKHUNE DISTRICT MUNICIPALITY**

Bidder Municipal Services Account Verification Consent Form

Tender / Bid Number: \_\_\_\_\_

Bidder Name \_\_\_\_\_

In accordance with the SCM regulation 28 (1) C and 29 (5) A and the Sekhukhune District Municipality policy, all bidders must be in good standing with the municipality. This includes having no outstanding municipal charges or other municipal accounts.

To comply with this requirement, the municipality will verify the status of each bidder's municipal accounts.

\_\_\_\_\_

Consent for Verification of Municipal Accounts (Signature)

I, the undersigned, acting as the authorized representative of the above-named bidder, hereby provide consent for Sekhukhune District Municipality to verify whether the bidder has any outstanding amounts owed to the municipality

I understand and agree that:

- The municipality may access internal records and systems to confirm the account status associated with the bidder's registered address(es) or properties.
- This verification applies to all accounts held in the name of the bidder or any related entities as may be relevant to the submission.
- Any outstanding municipal accounts may result in disqualification or further investigation, in accordance with applicable procurement laws and municipal policies.
- All information obtained during this verification process will be treated confidentially and used solely for purposes of assessing the bidder's compliance with bid requirements.

\_\_\_\_\_

Bidder Information (account)

Registered Business Name: \_\_\_\_\_

Business Registration Number: \_\_\_\_\_

Primary Business Address:

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Signatory:

I hereby declare that I am duly authorized to sign this consent on behalf of the bidder.

Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number:** .....

**Section 2: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

\* Insert separate page if necessary

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

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

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

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

\* Insert separate page if necessary

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

authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2002;

confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership. The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNATURE ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium. The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNATURE ON BEHALF OF PARTNERSHIP:			
PRINT NAME:			

**AUTHORITY OF SIGNATORY**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

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

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

**2. COMPANIES AND CLOSE CORPORATIONS**

2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	
Date Resolution was taken	

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		2.					
5.		6.					
7.		8.					
9.		10.					
Is a CERTIFIED COPY of the resolution attached?						YES	NO

<b>SIGNED ON BEHALF OF COMPANY / CC</b>		<b>DATE</b>	
<b>PRINT NAME:</b>			
<b>WITNESS 1</b>		<b>WITNESS 2</b>	



**SEKHUKHUNE DISTRICT MUNICIPALITY**

**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:

**CONTRACT:SK8/3/1-35/2025/26**

Asbestos Removal from Elokshini & JS 5 Portion 6 Farm, Transportation Replacement and Disposal

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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 TOTAL OF OFFERED 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 Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

**BIDDER**

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

Name: .....

Capacity: .....

**for the Bidder**

Company name: .....

Address of organization: .....

Witness on behalf of bidder

Name: .....

Witness Signature: .....

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil fill 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature of Accounting Officer: .....Date: .....

Name: .....

Capacity: .....

**for the  
Employer**      SEKHUKHUNE DISTRICT MUNICIPALITY  
                          Bag X8611  
                          3 Wes Street  
                          Groblersdal  
                          0470

Witness of Employer

Name: .....

Witness signature: .....

Date: .....

### Schedule of Deviations

1 Subject .....  
Details .....  
.....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....  
.....

5 Subject .....  
Details .....  
.....  
.....  
.....

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation,

clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



SEKHUKHUNE  
District Municipality

## SEKHUKHUNE DISTRICT MUNICIPALITY

### C1.2 Contract Data

- The General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition (2015) published by the South African Institution of Civil Engineering, are applicable to this contract and forms Volume 1 of the Contract Document. Volume 2 is the Contract Drawings Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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.

<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p><b>Payment for the labour-intensive component of the works</b></p> <p>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> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ol style="list-style-type: none"><li>“department” means any department of the State, implementing agent or contractor;</li><li>“employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li><li>“worker” means any person working in an elementary occupation on a SPWP;</li><li>“elementary occupation” means any occupation involving unskilled or semi-skilled work;</li><li>“management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li><li>“task” means a fixed quantity of work;</li><li>“task-based work” means work in which a worker is paid a fixed rate for performing a task;</li><li>“task-rated worker” means a worker paid on the basis of the number of tasks completed;</li><li>“time-rated worker” means a worker paid on the basis of the length of time worked.</li></ol> <p><b>2 Terms of Work</b></p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### **3 Normal Hours of Work**

3.1 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.

3.2 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.

3.3 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.

### **4 Meal Breaks**

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 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.

4.4 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.

### **5 Special Conditions for Security Guards**

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 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.

### **6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

### **7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

### **8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

### **9 Sick Leave**

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

- 9.2 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.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 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 –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 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.
- 9.10 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.

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) 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
    - (ii) 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.
- 10.6 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.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **11 Family responsibility leave**

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

- 12.1 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 SPWP;
  - (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 SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

### **13 Keeping Records**

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 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.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 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.

14.7 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.

14.8 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

14.9 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.

### **15 Deductions**

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 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.

15.4 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
- (f) pay the employer or any other person for having been employed.

## **16 Health and Safety**

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 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 SPWP;
- (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.

## **17 Compensation for Injuries and Diseases**

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 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.

## **18 Termination**

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 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.

18.4 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 for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **19 Certificate of Service**

19.1 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 SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

## Part 1: Contract Data completed by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC 2015 is replaced by the following: <i>The "Commencement date" shall be the date on which the contract offer is accepted.</i>
1.1.1.15	The name of the Employer is the <b>Sekhukhune District Municipality</b> .
1.2.1.2	The address of the Employer is: Telephone: 013 262 7300 Facsimile: 013 262 2524  Address : Corner Chris Wiid and Van Rensbeeck street,0470 Address : P.Bag X 8611, Groblersdal
5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 12 <sup>th</sup> December and the first Monday of the subsequent year.
3.1.3	The contractor to obtain the following specific approvals from the employer : e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. Approval from Sekhukhune District Municipality for the utilization of any Contingencies
5.2	The time to deliver the Form of Guarantee within 14 days of the Commencement Date. The Form of Guarantee is to contain the wording of the document included in Clause.3 or as supplied by the Employer. The liability for the guarantee shall be <b>10% of the contract amount</b> .
5.3	The Works are to be commenced within <b>14 days</b> of the Commencement date, upon the instruction of the employer's agent.
5.6.1	The Works programme is to be delivered within <b>14 days</b> of the Commencement Date.
8.6	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum
8.6.1.1.3	The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum
5.5.1	The works shall be completed within the stipulated period of the acceptable maintenance timelines
5.13	The penalty for failing to complete the Works is <b>15% of the contract amount</b> .
6.8.2	The Contract Price Adjustment Schedule is not applicable.

6.10.3	The percentage retention on amounts deductible for a surety of quality by the Contractor is 0% of the value of work done.
6.10.4	The limit of retention is 0% of the tender sum
	The Defects Liability Period is <b>3 calendar months</b> after the final completion date

#### 4. Part 2: Data provided by the Contractor

<b>Clause</b>																															
1.1.1.9	The contractor is .....																														
1.2.1.2	The contractor's address for receipt of communication is:  Telephone: .....  Mobile phone: .....  Facsimile: .....  e-mail: .....  Address: ..... ..... ..... .....																														
6.5.1.2. 3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.																														
5.5.1	The Works shall be completed within ..... months as proposed by the contractor.																														
6.8.3	The variation in cost of special materials is:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Special material</th> <th colspan="2" style="width: 35%;">Unit on which variation will be determined</th> <th rowspan="2" style="width: 30%;">Price for base month ex factory, excluding transport, labour or any other costs.</th> </tr> <tr> <th style="width: 15%;">Containers</th> <th style="width: 20%;">Delivered in bulk</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>*State unit in appropriate column</p>	Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.	Containers	Delivered in bulk																								
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	Containers	Delivered in bulk																													



**SEKHUKHUNE DISTRICT MUNICIPALITY**

**C1.4 Occupational Health and Safety**

(Not to be completed at Tender Stage)

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(ACT NO 85 OF 1993)**

THIS AGREEMENT is made at .....

on the ..... day of ..... in the year .....

Between SEKHUKHUNE DISTRICT MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by .....

In his capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and .....

(hereinafter called "the Mandatory") of the other part, herein represented by .....

.....

in his capacity as .....

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz –: and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
  - (a) the date of the Final Certificate issued in terms of General Conditions of Contract 2015 third edition, purpose: Governs standard building projects between an employer and contractor.
  - (b) The date of termination of the Contract in terms of JBCC

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of Employers to their employees
    - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
    - (iii) Section 37 : Acts or omissions by employees or mandataries
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 36 of the GCC 2015 (as amended by Special Condition of Contract contained in Volume 3 of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER : .....

Witness .....

(Name) .....  
(Print) .....

Witness .....

(Name) .....  
(Print) .....

SIGNED FOR AND ON BEHALF OF THE MANDATARY : .....

Witness .....

(Name) .....  
(Print) .....

Witness .....

(Name) .....  
(Print) .....

**ANNEXURE A**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

**(Not to be completed at Tender Stage)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on ..... 200.....,

Mr//Ms ..... whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of .....

.....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals): ..... NAME : .....



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C2.1 Special Conditions Of Contract

The following special conditions of contract, which include amendments to, omissions of or additions to certain clauses of the "General Conditions of Contract for Construction Works, Third Edition (2015)", shall be applicable to the works. In the case of conflict with the mentioned general conditions of contract, these special conditions of contract shall be binding and applicable to the contract.

Each clause with the prefix SCC shall refer to the concurrent clause in the general conditions of contract. Such clause shall substitute, supplement or amend the clause with the same number in the general conditions of contract. Where there is no such concurrent clause in the general conditions of contract the SCC clause shall be numbered as a new clause in the special conditions of contract.

#### 1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

##### SCC 1.1.14 EMPLOYER

Add the following to GCC 2015 1.1.1.15

The employer is the **Sekhukhune District Municipality**, and includes any persons appointed by the Employer. The official address is:

Sekhukhune District Municipality  
Bag X8611  
Cnr Van Riebeeck and Chris Wiid Street  
Bareki Mall  
Groblersdal  
0470

#### 2. AMBIGUITY IN DOCUMENTS

Add the following to GCC 2015 3:

3.2) The several documents forming the contract shall rank in the following order of precedence:

- a) contract agreement.
- b) tender form and appendix;
- c) special conditions of contract;
- d) project specifications;
- e) general conditions of contract;
- f) drawings;
- g) standardized specifications (SABS 1200) and particular specifications;
- h) schedule of quantities and summary;
- i) statutory regulations and requirements;
- j) standard SABS specifications (not SABS 1200);
- k) other standard specifications.

If the requirements of any part of the tender document contradict any other part, the document in the highest position on the above order of precedence, shall have preference and apply.

**3. PROGRAMME OF THE WORKS**

**SCC 12.2 PROGRAM**

Add the following to GCC 2015 5.6.1:

The critical path of the works shall also be stipulated clearly in the programme.  
The tenderer shall prepare and submit within fourteen (14) calendar days from date of being awarded the tender, a programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.  
This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.  
The tenderer shall also consider the additional requirements stated in the Project Specifications when drawing up the programme.  
Details of the preliminary programme shall be appended to this Schedule.

**4. INSTRUCTIONS AND DRAWINGS**

**SCC 13.1 DRAWINGS AND INSTRUCTIONS**

Add the following to GCC 2015 5.9.1:

The Contractor is entitled to three (3) free sets of paper plans for normal use and one (1) free set of paper plans on which to enter "as built" information. He shall also be supplied with one (1) free copy of the contract document. These drawings and contract document shall be issued to the Contractor, at the time of commencement of the contract, by the Engineer.

**SCC 13.7 ENGINEER TO APPROVE CONTRACTOR'S DESIGNS AND DRAWINGS**

Add the following to GCC 2015 5.9.7:

Although the Engineer may approve plans and designs of the Contractor, this does not exempt the Contractor from his responsibility. The professional responsibility for such designs shall be that of the Contractor and his Engineer.

**5. CLEARANCE OF SITE**

**SCC 19.1 CLEARANCE OF SITE ON COMPLETION**

Add the following to GCC 2015 5.15.1:

After completion of the works, the Contractor shall obtain certificates from all concerned land owners on whose property works have been executed, stating that they are satisfied with the condition of their property, which will normally include finishing of pipe trenches and structures, clearance and finishing of all stone quarries, borrow pits, diversions, private or tertiary or haulage roads that have been used for the transport of material, waste material, fencing, gates, etc on their properties. These certificates shall all be handed to the Engineer before he issues the certificate of completion. Notwithstanding, a certificate of completion will not be issued if the work is not to the satisfaction of the Engineer.

**6. CONTRACTOR'S EMPLOYEES**

**SCC 20.1 ENGAGEMENT OF EMPLOYEES**

Add the following to clause 4.10.1:

In the event that the Contractor does not pay local labour or any outside agency employed on a monthly basis, the Employer has the automatic right to deduct such wages from the Contractor's next payment certificate. This will be deducted from either monies due to the Contractor or from retention already retained on the project. Payments to the local labour or outside agency will be made by cession.

Special clause 1	<p><b>Payment for labour-intensive component of the works</b></p> <p><i>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</i></p>
Special clause 2	<p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p><i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</i></p>
Special clause 3	<p><b>Applicable Labour Laws</b></p> <p><i>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</i></p>

**SCC 20.3 ACCOMMODATIONS AND CARE OF EMPLOYEES**

Add the following sub clause GCC 2015 4.10.1:

The sanitary facilities provided by the Contractor at his own cost shall comply with the requirements of the statutory authority concerned.

**7. MATERIALS, WORKMANSHIP AND CONSTRUCTIONAL PLANT**

**SCC 23.1 QUALITIES OF MATERIALS AND WORKMANSHIP**

Add the following to GCC 2015 7.2:

No second-hand or reject material shall be used without written permission from the Engineer.

**SCC 23.7 COST OF TEST SPECIMENS AND TESTS**

Substitute GCC 2015 7.4.2 with the following:

- (a) It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction prescribed, comply with the specification.

**8. EXAMINATION OF THE WORKS**

**SCC 25.1 EXAMINATION OF WORK BEFORE COVERING UP**

Add the following to GCC 2015 7.5.1:

The Contractor shall give the Engineer a reasonable time to accommodate examinations in his programme, in which case a time for inspection can be agreed upon.

**SCC 25.2 NOTICE TO BE GIVEN**

Add the following to paragraph 2 of GCC 2015 7.5.3:

If the Engineer attends with the purpose of examining any part or materials of the works at any time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

**9. INDEMNIFICATIONS**

**SCC 33.1 LIABILITY**

Add the following to 3<sup>rd</sup> Edition of GCC 2015, Clause 8.1.4:

The Contractor indemnifies the Employer against any liability in respect of damage to or physical loss of the property of any person or injury to or death of any person due to not complying with the Occupational Health and Safety Act No 85 of 1993.

Attached in the tender document is the form "Contract between Employer and Contractor" to be completed by the successful Contractor.

**SCC 35 INSURANCES**

Contractor to provide Contractor All Risk Insurance for the project.

**SCC 35.9 CONTRACTOR AND EMPLOYER TO COMPLY**

The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.

As soon as a claim arises, the Contractor shall immediately submit the necessary claims on behalf of himself and the Employer. Copies of all claims and relevant documentation shall be submitted to the Engineer.

**SCC 35.10 TIME TO REPAIR DAMAGES**

If any insurance claim arises, the Contractor shall immediately proceed with the necessary repairs after the assessor, irrespective of whether the claim has been settled, has established the damage. No extension of time shall be granted if there is a waiting period for the settlement of the claim and all costs or losses which the Contractor may have regarding lost time, shall be deemed as covered by the insurance claim, or shall be borne by the Contractor himself.

**10. VARIATIONS**

**SCC 37.2 DAYWORK**

Add the following to GCC 2015 6.5.1:

"Total remuneration" shall include the following:

- Basic wage
- Holiday fund stamp
- Unemployment insurance
- Employee's compensation
- Service bonus

Add the following to GCC 2015 6.5.1:

The percentage allowance stated in the appendix shall also include travelling cost or travelling allowance (transport of workmen with the Contractor's transport vehicles or transport vehicles hired by the Contractor or for which the Contractor paid), and residence allowance and other wages that are payable to the workmen on the date for submission of tenders.

**11. SUSPENSION OF THE WORKS**

**SCC 39.1 SUSPENSION OF THE WORKS**

Add the following to GCC 2015 5.11.1:

No payment shall be made for costs incurred by recompiling a construction programme. In the case of suspension of work, either for a change in sequence or as a result of GCC 2015 39.1.1 to to 39.1.4, no payment shall be made for such costs resulting from this.

**12. EXTENSION OF TIME FOR COMPLETION**

**SCC 42.1 TIME FOR COMPLETION**

Add the following to GCC 2015 5.5.1:

The time for completion shall exclude the period of builder's holidays from 21 December to the following month on 7<sup>th</sup> January, as well as other special non-working days and public holidays.

**SCC 42.2 EXTENSION OF TIME FOR COMPLETION**

Add the following to GCC 2015 5.12.1:

Extension of the time for completion as a result of extra or additional work and unfavorable physical conditions shall only be granted if such work or conditions influence work on the critical path of the programme. If no definitive method for extension of time due to weather conditions and rain is specified, extension of time as a result of this shall also only be applicable if it influences the critical path of activities.

**SCC 42.3 SOME REASONS FOR EXTENSIONS OF TIME**

Add the following to GCC 2015 5.12.2:

**5.12.2.2 Abnormal climatic conditions.**

No extension of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 5.12.1 of the general conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = (Nw - Nn) + \left( \frac{Rw + Rn}{X} \right)$$

V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of **10 mm** or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of **10 mm** or more is recorded in terms of existing rainfall data.

Rw = Actual rainfall for the calendar month concerned in mm.

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of  $N_n$  and  $R_n$ . If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays; into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor  $(N_w - N_n)$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds 10 mm. The factor  $(R_w - R_n)/X$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed 10 mm, but on which wet conditions will hamper or disrupt work.

For the purpose of this contract the values of  $N_n$ ,  $R_n$ ,  $X$  and  $Y$  will be the relevant values of the nearest weather station to the site as supplied by the South African Weather Buro. It is the sole responsibility of the Tenderer to acquaint himself with the relevant values. These values shall, at the start of the contract be submitted to the Engineer for scrutiny and approval.

#### **SCC 42.5 AVAILABILITY OF PETROLEUM PRODUCTS**

The tender shall be based on the available supply of petroleum products required for the completion of the works. If, during the contract period, for reasons outside the control of the Contractor, a restriction or breakdown in the supply of petroleum products may occur, which has an actual influence on the execution of the works for a period of at least thirty (30) days, the Contractor shall make all reasonable efforts to complete the works and he shall be entitled to an extension of the time for completion and he shall also be entitled to such an adjustment of the contract price as deemed reasonable by the Engineer, with consideration of all materials and relevant factors directly responsible or having a direct effect on such restriction or breakdown, with the inclusion of the Contractor's site and overhead costs relevant to the contract.

#### **SCC 42.6 EXTENSION OF TIME DUE TO SHORTAGE OF MATERIAL**

If, during the preparation of his tender or during construction, the Contractor bases his unit prices on prices obtained from specific material or specific suppliers, it will be accepted that the Contractor has ascertained that such material shall be available on a continuous basis for the execution of the contract.

No extension of time shall be granted if material cannot be obtained locally, but is available from other sources in the country, and no additional remuneration shall be granted for increased costs due to obtaining material from sources in other parts of the country.

If suppliers cannot adhere to the quoted delivery dates, any delays resulting from this shall be considered as a matter between the supplier and the Contractor. Extension of time could be granted under such conditions after complete proofs have been submitted to and accepted by the Engineer, but without any financial implications for the Employer.

**13. INTERIM PAYMENTS**

**SCC 49.2 VALUATION OF MATERIAL BROUGHT ONTO SITE**

Add the following to GCC 2015 6.10.2:

Material or goods for which payment is made in terms of this clause, shall be identified uniquely and be stored in a space approved by the Engineer, and which will only be used for the purposes of the Employer.

**SCC 49.3 RETENTION MONEY**

Add the following to GCC 2015 6.10.3:

No limit of retention money will be applicable only the % as stated in the Contract Data will be applicable on the contract.

**SCC 49.4 EMPLOYER'S OBLIGATION TO PAY**

Replace GCC 2015 6.10.1 with the following:

The Engineer shall deliver to the Employer and the Contractor the payment certificate referred to in clause 49.1 within 07 (seven) days after the receipt by the Engineer of the Contractor's said statement, and the Employer shall pay the amount due to the Contractor within 65 (sixty five) days after receipt by the Employer of the payment certificate signed by the Engineer.

**SCC 49.11 VALUE ADDED TAX**

Add the following to GCC 2015 6.10.1.8:

Value added tax (VAT) shall be calculated on each payment certificate, but it shall remain the responsibility of the Contractor to issue a tax invoice for the certified amount. The Contractor is responsible for the payment of VAT.

**14. DEFECTS**

**SCC 53.2 MAKING GOOD OF DEFECTS**

Add the following to GCC 2015 7.8.1:

If it is deemed necessary in the opinion of the Engineer, the defects liability period after repairs can be extended for a further period of six months or for a period to the discretion of the Engineer, as regards the relevant part of the works that is made good.

**15. ADD THE FOLLOWING ADDITIONAL CLAUSE/S**

**SCC 59.1 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall be conversant with all the requirements, regulations, and standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as “the Act” and undertakes to execute all the works forming part of this Contract and to operate and utilise all machinery, plant, and equipment in accordance with the Act.

The Contractor shall, from the commencement date of the Contract up to completion or termination thereof, be the Employer’s mandatory regarding occupational health and safety for all activities on the site but without derogating from his status in his own right as an employer or a user in accordance with the Act.

The Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.

The Contractor shall, when called upon to do so, enter into and execute an Agreement, as provided for under Section 37(2) of the Act, with the Employer. The Agreement in the relevant form shall be prepared at the expense of the Employer.

**SMME**

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

Definition: A “Small [business] Enterprise” means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

Size of class	Total full time equivalent of employees	Total annual turnover	Total gross asset value(fixed property excluded)
Medium	200	R26m	R5m
Small	50	R6m	R1m
Very Small	20	R3m	R0,5m
Micro	5	R0,2m	R0,1m

It is a requirement of this contract that participation in the contract must be granted to LOCAL SMME companies. LOCAL is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, be registered with CIDB. The minimum target for participation is thirty percent (30%) of the tender/contract sum and this can be achieved through one or more LOCAL SMME companies. Commitment in this regard needs to be provided by the contractor. Commitment to these goals will be a condition of award.

It is a requirement that the Contractor plan to achieve this target and that a planned programme for achieving this target is submitted at the start of the project together with the Programme of Works.

Penalties: The penalties for not reaching the required SMME target values will be calculated at 100% of the difference between the set target values and the actual values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C3.1. PRICING DATA

#### C3.1.1. Preamble to Schedule of Quantities

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.
2.
  - a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
  - b) The Contractor is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
  - c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the project specification, set out what ancillary or associated activities are included in the rates for the operations specified.
3. Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the applicable standardised specification<sup>2</sup>, or the project specification<sup>2</sup>, or the particular specification(s)<sup>2</sup> conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities<sup>1</sup>, the requirement of the standardised, project or particular specification, as applicable, shall prevail.
4. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters **LI** in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The 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.
5. 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.
6. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
7. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

8. A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
9. The Contractor must price each item in the schedule of quantities in **BLACK INK**.
10. All prices and rates shall **exclude value added tax (VAT)**. The Contractor shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.
11. 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 Contract Specification) and the Drawings.
12. The short descriptions given in the bill of quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works.
13. While it is entirely at the tenderer's discretion as regards pricing the bill of quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.
14. The quantities reflecting in the bill of quantities and the tendered rates as per the bill of quantities will be the amounts used to evaluate and award the tender.
15. The Contract Price for the completed contract shall be according to the bill of quantities.
16. The bill of quantities includes normal services and additional services when needed. The Form of Offer will be approved for purposes of finalising the final account of the successful service provider.
17. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Specifications.
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item
Sum	:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.
Prime Cost (or PC item)	:	A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. <sup>1</sup>
Provisional Sum	:	A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the tender stage and includes any allowance specifically made for unforeseen contingencies. <sup>1</sup>
Extra Over (or EO)	:	Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other. <sup>1</sup>

18.12. The units of measurements indicated in the Schedule of Quantities are metric units.

The following abbreviations are used in the Schedule of Quantities:

mm		=millimetre
m		=metre
km		=kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>		=square metre
m <sup>2</sup> -pass	=	square metre-pass
ha		=hectare
m <sup>3</sup>		=cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
/		=litre
kl		=kilolitre
kg		=kilogram
t		=ton (1 000 kg)
no		=number
%		=percentage
kW		kilowatt
PC Sum	=	prime cost sum
Prov. Sum	=	provisional sum
kPa		kilopascal
R/only	=	Rate only
W/day	=	Work day

- 
- 1) The standard system of measurement of Civil Engineering Quantities of South Africa published by the South African Institution of Civil Engineers.
  - 2) See definition in sub clause 2.1 of Part 1 of SABS 0120 : Format and Contents.

## DAY WORK LIST

### GENERAL

Contractors must complete this list, which will be used to assess the value of work that the Engineer instructs in writing to be done on a day work basis, all in agreement with clause 37.2 of the General Conditions of Contract for Construction Works, Third Edition, 2015 and coupled JBCC Principal Building Agreement Edition 6.2 . All the rates are fixed and shall be binding till the issuing of the final certificate, except for statutory increases that are announced from time to time.

### LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works, First Edition, 2004 and Special Conditions of Contract. The extra allowance, applicable on Labour costs listed below, is given in the tender appendix and must not be taken into account in this list.

Overtime costs incurred by this contract shall be paid in the same proportion as the amounts actually paid to the employees.

DESCRIPTION	UNIT	RATE
Unskilled labour	Hour	R
Semi-Skilled labour	Hour	R
Site Agent	Hour	R
Ganger	Hour	R
Foreman / Section leader	Hour	R
Brick layer	Hour	R

### EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of operators, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools, and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that are applicable on equipment. The Tenderer must list under each heading the make and specification of the equipment available.

DESCRIPTION	UNIT	RATE
1. Excavators ..... ..... .....	Hour Hour Hour	..... ..... .....
2. Front-end loaders ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
3. Trucks (m <sup>3</sup> specified) ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
4. TLB (litres specified) ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
5. Tractor & Trailer ..... ..... .....	Hour Hour Hour	..... ..... .....
6. Compressor ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....

DESCRIPTION	UNIT	RATE
7. Concrete mixer (litres specified) ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
8. "Dumper"(m <sup>3</sup> specified) ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
9. Water pumps 75mm..... 100mm..... 150mm.....	Hour Hour Hour	..... ..... .....
10. Compactors Plate ..... Self propelled Guide roller ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
11. Other equipment ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C3.2. Pricing Data

#### C3.2.1. BILL of Quantities

Item no.	Description: Removal of Asbestos Exposed Pipes from Elokshini and JS 5 Portion 6 Farm	Units	Quantity	Rate	AMOUNT
A	Preliminaries and General				
A.1	Management, supervision, and programming of the works	item	1		
A.2	Plant. Equipment, sheds, offices, ect	item	1		
A.3	Ablution Facilities	Item	1		
A.4	Health and Safety	Item	1		
A.6		Item	1		
A.7	Standing time subject to verification and approval	Hr	18		
A.8	Allow for the appointment of an approved Asbestos Inspection Authority for the preparation of suitable asbestos management plan, training, monitoring, and supervising of the safe removal and disposal of asbestos cement material strictly in terms of the occupational health and safety act 1993 (Act No.85 of 1993) and the Asbestos Abatement Regulations, 2020	item	1		
A.9	Protection of working area under against inclement weather conditions as required	item	1		
B	Demolitions				
	Note				
	The demolitions and disposal of all asbestos cement product must be carried out by an Approved Asbestos and Labour. Proof of Registration in the name of the entity must be provided to the Approved Asbestos Inspection Health and Safety Act 1993 (Act No. 82 of 1993) and the Asbestos Abatement Regulations, 2020 before any work is carried out				

B.1	Apply an approved product in concentrate form to asbestos cement piping to seal, applied with an airless spray gun or a low pressure backpack sprayer until the product is no longer absorbed into sheeting	item	1		
B.2	Removal Asbestos cement pipes and debris				
B.2.1	Remove Exposed Asbestos cement pipes (450mm dia) within Js 5 portion 6 Farm	m	1300	135	
B.2.2	Exposed Asbestos cement pipes (450mm dia) adjacent to Moses River and Elokshini Cemetry	m	450	135	
B.3	Disposal of ASBESTOS CEMENT PRODUCTS				
B.3.1.	Store all asbestos cement products, removed in a lockable container, and deliver asbestos products to the nearest approved asbestos waste dumping site in terms of Environment Management Waste Act 2008 Act No.59 of 2008	PC Sum	-	-	R295 000.00
	(a) Low-bed (suitable for the largest piece of equipment above)	km	720	55	
C.	Rehabilitation Earthworks				
C.1	Site Remediation – Adjusting or replacing poor-quality soil, capping contaminated sites	m <sup>3</sup>	3900		
C.2	Slope Stabilization – Regrading unstable slopes	m <sup>3</sup>	2250		
C.3	Revegetation – Restoring vegetation to enhance stability and ecosystem recovery	m <sup>2</sup>	30000		
C.4	Vegetative Cover to reduce erosion and restore ecological function.	m <sup>2</sup>	10000		
C.5	Instal Diamond Mesh Fencing (Galvanised) 1800x50x2.0 mm for 30m with posts. Reinstate in similar position including replacing missing or elements, etc	m	30		
C.6	Servitude and other permits	Prov Sum	-	-	R650 000.00
C.7	Community Liaison Officer:				
C.7.1	Provision for the employment of CLO for each Ward @R4 500/month	months	2	4500	
C.7.2	Overheads, charges and profit on item	%	10		
D	Sub- Total A				
E	10% Contingency				
F	Sub- Total B				
G	15% VAT (Sub- Total B)				
H	Total Sum = (Sub- Total B + 15% VAT)				



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C4.1 Scope of Work

Employer's objectives

#### C4.1.1 BACKGROUND

C4.1.1.1 Tenders are hereby invited from Service Providers for Type 3 asbestos work to be performed strictly in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Asbestos Abatement Regulations, 2020. The work involves the safe removal, clearing and disposal of asbestos pipes (450mm diameter for 1,95 km long) that were exposed or dug out of the ground including surface rehabilitation.

#### C4.1.2. PROJECT SPECIFIC REQUIREMENTS

C4.1.2.1 The Contractor may not carry out any asbestos work unless the Chief Director: Provincial Operations has been notified in writing, at least seven (7) calendar days prior to commencement of such work. The relevant Director must ensure that acknowledgement of receipt is provided, in writing to the Contractor within the seven (7) day notification period. Such proof must be presented to the Asbestos Client (SDM) before the start of the on-site works.

C4.1.2.2 Only contractors registered with the relevant Chief Inspector as a Type 3 Asbestos Contractor may conduct the asbestos or asbestos removal work. Such proof must be presented to the Asbestos Client (SDM) before the start of the on-site works.

C4.1.2.3 The Approved Asbestos Inspection Authority (AAIA) will be responsible for the following:

- a) Ensure that notification of asbestos work is given as contemplated in Regulation 10(2).
- b) Provide an up-to-date inventory of asbestos in place as contemplated in Regulation 4, to the Registered Asbestos Contractor and Approved Inspection Authority.
- c) Ensure that an Asbestos Risk Assessment is carried out prior to asbestos work.
- d) Ensure that there is a co-signed Asbestos Management Plan of Work for the removal work to be carried out with the Registered Asbestos Contractor.
- e) Inspect adherence to the approved Plan of Work by the Registered Asbestos Contractor, and requirements to these Regulations.
- f) During the duration of the Project, to visit the site to monitor and supervise the clearing and removal operations to ensure that the work is executed in terms of the Work Plan and the latest Asbestos Regulations applicable.
- g) Compilation of Feedback Report after each site visit.

- h) Stop any Registered Asbestos Contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated.
- i) Before any asbestos work commences on site, ensure that the Registered Asbestos Contractor is registered and in good standing with the Compensation Fund or with a licenced Compensation Insurer as contemplated with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
- j) Where a fatally or permanent disabling injury occurs during asbestos work, report such fatality or injury to the Chief Director: Provincial Operations as contemplated in Section 24 of the Act and in accordance with Regulation 8 and 9 of the General Administrative Regulations, 2003.
- k) Perform planned asbestos air monitoring and interpretation of results in accordance with Regulation 16 and provide as soon as reasonably practicable, air monitoring results to the Registered Asbestos Contractor and the Asbestos Client (SDM).
- l) Final inspection of site and airborne monitoring to provide clearance where asbestos cement material was removed and the compilation of the Asbestos Clearance Survey Report.
- m) Final Report with monitoring results for the entire project to be kept for 40 years.
- n) After completion of the Works, obtain an Asbestos Clearance Certificate from the approved inspection authority.

#### **C4.1.3 SCOPE OF WORK**

The scope of work for this tender involves the following:

C4.1.3.1 The safe removal of asbestos cement pipes and debris (residue) which were exposed including site rehabilitation etc.

C4.1.3.2 The safe transporting and dumping of asbestos material to an approved dumping site. Correct handling of asbestos containing materials should be always adhered to. All asbestos waste shall be transported according to SABS 0228 and SABS 0229 standards and specifications.

C4.1.3.3. Disposal shall be done through the appointment of accredited waste management service providers.

C4.1.3.4. During the removal of asbestos material, the contractor must be responsible for the protection of the surrounding. All material must be disposed at licenced hazardous waste sites.

C4.1.3.5. Containers or vehicles in which asbestos containing material is to be transported must be clearly identified classified and packed in accordance with SABS 0228 and SABS 0229. Transport documentation must be handled in line with the National Environmental Management Waste Act 59 of 2008 before the contract for disposal is approved.

**Note:**

Any deviation from the scope of work as specified must be approved in writing by the Client prior to the work being performed.

#### C4.1.4. Risk Assessment

C4.1.4.1. In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Municipality the progress of work, or the quality thereof is not satisfactory, the Municipality shall be entitled to cancel the contract.

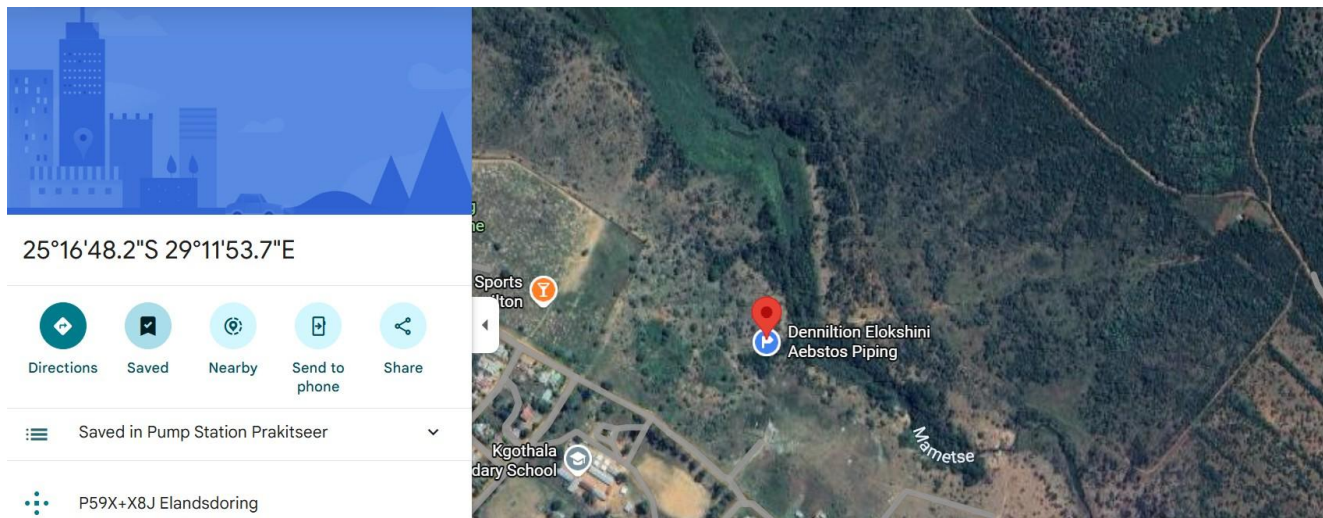
The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected. Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Municipality, and with the minimum disruption of essential services. Where the municipality is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Contractor.

#### C4.1.5 Location of the works

##### Locality Details

- Province : Limpopo Province
- District : Sekhukhune District Municipality
- Municipality : Elias Motsoaledi Local Municipality
- Location : Elokshini (Dennilton)

Figure no.1 – Site Locality





## SEKHUKHUNE DISTRICT MUNICIPALITY

### C4.1.6 Drawing Descriptions

Detail drawings will be provided or generated as and when the need arises or is identified.

#### 4.1.6.1. Typical Details

In case where there's new structures to be erected any performed work would require the contractor to issue a typical detailed drawing for the completed section.  
e.g. Erecting security fencing.



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C4.1.7 Procurement

#### 4.1.7.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

## SEKHUKHUNE DISTRICT MUNICIPALITY

### C4.4 Construction

#### 4.4.1 Setting out of Works (Sub clause 5.1.1)

The Employer shall arrange for the Contractor to be given sufficient reference pegs from which to work. The value of all bench marks shall be given in writing. The Contractor shall bear the cost of any re-survey and the cost of re-establishment or checking of any pegs, bench marks, etc. disturbed, destroyed or interfered with in any way and the cost of any survey to prove the accuracy of the setting out after any disturbance of or interference with any peg or bench mark. All surveys or re-survey shall be by Surveyors appointed by the Employer.”

#### 4.4.2 Applicable national and international standards

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1989	:	Earthworks
SABS 1200 GA 1982	:	Concrete (Small Works)
SABS 1200 G 1982	:	Masonry (Building works)

(Note: “SABS” has been changed to “SANS”; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

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

SANS 1921 – 1 (2004)	:	Construction and Management Requirements for Works Contracts Part 1: <i>General Engineering and Construction Works</i>
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#### 4.4.3 Particular / generic specifications

The relevant provisions of the SABS 1200 (1981edition) shall apply to the contract with the following amendments:

1115        Replace clause with the following:

The general conditions of contract are the General Conditions of Contract for Construction Works, 3rd Edition (2015) as published by the South African Institution of Civil Engineering read in conjunction with the Contract Data.



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C4.5 Management

#### 4.5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921-1:2004
- 2) SANS 1921-2:2004
- 3) SANS 1921-6:2004

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

<b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</b>	
<b>Clause</b>	<b>Specification data</b>
<b>Essential data</b>	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.3.1	The planning, programme and method statements are to comply with the following: <ul style="list-style-type: none"> <li>• format of programme,</li> <li>• critical path activities and their dependencies,</li> <li>• frequency of updating,</li> </ul>
4.3.3	The notice period for inspection is 5 Days
4.7.3	The over-break allowances for blasting are provided for in the scope of work.
4.9.3	The trees and shrubs which are not disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: <ol style="list-style-type: none"> <li>1) concrete works</li> <li>2) masonry works</li> </ol>
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: <ol style="list-style-type: none"> <li>1) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m<sup>2</sup> in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.</li> </ol>
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: <ol style="list-style-type: none"> <li>1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high.</li> <li>2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.</li> </ol>

## **Additional clauses**

### **1 Site meetings and procedures**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

#### **Water**

The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

#### **Electricity**

The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.

### **4.5.2 Particular / generic specifications**

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

### **4.5.3 Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

### **4.5.4 Unauthorised persons**

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

### **4.5.5 Management meetings**

Site meetings will be held on monthly basis. The following parties are required to attend these meetings: the Employer's Representative, the Contractor and/or Representative, the Community Liaison Officer, the Health and Safety Officer and all members of the Project Steering Committee.

### **4.5.6 Forms for contract administration**

These forms will be issued to the Contractor as required.

### **4.5.7 Electronic payments**

Proof of all electronic payments must on request be supplied to the Employer.

#### **4.5.8 Daily records**

All accidents and incidents shall be recorded daily in a site diary. Apart from the site diary the Contractor shall provide a site instruction notebook for use by the Employer's representative. The notebook shall be signed by both the Employer's representative and the Contractor whenever a site instruction is issued by the Employer's representative

#### **4.5.9 Payment certificates**

Contractor to submit claims for the work done. All claims are subjected to verification by the Employer's representative

#### **4.5.10 Permits**

Contractor to ensure that no unauthorized persons are permitted to site

#### **4.5.11 Proof of compliance with the law**

Contractor to submit copies of the Asbestos Clearance Certificate from the approved inspection authority.



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C5. Site Information

#### 7.1 General

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks.

The tenderer shall inform him / her on the nature of the site and inspect the site.

No briefing session applicable under this contract.

#### 7.2 Site location: Elokshini (near Mzimdala)

Latitude	Longitude
25°16'48.2"S	29°11'53.7"E

The climate is very dry with an average annual rainfall below 500mm. General vegetation cover consists of sparse grasses and thorn trees scattered over the site. With thin vegetation cover, the area is susceptible to flood damage caused by sheet flow during heavy rains.

#### 7.3 Access to site and restrictions

The construction sites are situated at Elokshini (Dennilton) in the vicinity of the township/ rural development settlement including within the existing private farms (JS 5 Portion 6 Farm). Access to private will require prior arrangement with the landowner in order to minimize obstruction or collision of activities to be undertaken within the property. The sites can be reached via existing streets/roads (Loskop Rd) and Provincial Roads (R25 or N11).

The operation of construction vehicles on existing roads or streets, or on streets which have been completed on the level of sub-base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites, except for payment made under payment item A.8.3.2.2 of SANS 1200 A.

If the Contractor does not make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever

means necessary, within two (2) days after such spillage has occurred. No additional payment will be made for the clearance of spillage, and all relevant costs will be deemed to be covered under the relevant items.

#### **7.5 Security**

The security of the Contractor's plant, employees, materials and site camp will be the Contractor's responsibility.

#### **7.6 Nature of ground and subsoil conditions**

The Contractor shall familiarize himself with the conditions on site.

The materials on site mainly consist of soft and hard material. The majority of excavation will be in weathered and hard granite.



## SEKHUKHUNE DISTRICT MUNICIPALITY

### C6. Project Specification

#### PROJECT SPECIFICATION

#### PORTION 1: THE WORKS

#### 9. PS 1 NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE

The water table may be relatively high during the summer months and provision must be made for effective draining of excavations.

It is the Contractor's responsibility to supply and deliver all material that complies with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned, other than the relevant items in the schedule of quantities.

#### 10. PS 2 DETAILS OF THE CONTRACT

##### PS3 MAIN CONTRACTS

Work included in this contract involves the scope of work as per paragraph

The other main components of the work under this contract are:

- a) Establishment of the Contractor's camp.
- b) Site clearance and earthworks.
- c) Provision of all materials, special fittings and accessories as required, to complete the work as prescribed.
- d) Excavation and backfill compacted as specified, of pipe trenches and the removal of all excess material.
- e) Removal of all exposed or dug out asbestos cement pipes and debris (residual).
- f) Concrete work associated with the above-mentioned equipment.

#### 11. PS 3 CONSTRUCTION PROGRAM AND METHODS

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Engineer outside the site boundaries. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalization and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant road authorities in respect of the finalization and approval of the works programme.

Sufficient photos of existing structures, walls, and areas (natural landscape) that have to be crossed must be taken by the Contractor and handed over to the Employer representative before such operations commence. No payment will be made in this regard, and it shall be deemed to be covered in the Preliminary and General items.

No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract. The contract has to be completed within the time specified in the "Contract Data" of this document, excluding the builder and public holidays.

## **12. PS 4 SITE FACILITIES AVAILABLE**

### **PS 7.1 SOURCES OF WATER SUPPLY, POWER SUPPLY, SANITATION, AND COMMUNICATION**

Water for construction purposes will be for the account of the contractor at the ruling tariff and will be supplied at a suitable point, from where the contractor will be responsible to convey the water to the point of usage. Water for human consumption will from the existing network at the ruling tariff. Electrical power is available from the existing reticulation at ruling tariffs. The Contractor shall make his own arrangement for any water or power he may require. Any extension of time due to delays resulting from these facilities will not be granted.

The Contractor must supply and maintain at his own cost a sufficient number of portable chemical toilets, one of which must be situated at the campsite and the rest in the area of the site.

No waste or sludge must be left uncovered until it is removed. The contractor must operate an efficient solid waste removal system to the satisfaction of the engineer for the duration of the contract.

The Contractor must make his own arrangement for communication and a telephone service.

### **PS 7.2 LOCATION OF CAMP AND DEPOT**

A site for the Contractor's camp and depot will be pointed out during the handover of the successful bidder. No trees may be removed, and the Contractor must provide his own firewood.

### **PS 7.3 HOUSING FOR CONTRACTOR'S EMPLOYEES**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

## **13. PS 5 SITE FACILITIES REQUIRED**

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, etc. required for the Engineer, are described under the relevant sections.

## 14. PS 6 FEATURES REQUIRING SPECIAL ATTENTION

### PS 6.1 CONTROL OF WATER

The Contractor is in all respects responsible for the handling of storm water from higher-laying areas, adjacent to the works for the handling of possible sub-surface water and for the handling of spoiled water when disconnecting existing connections or valves. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

### PS 6.2 "AS BUILT" DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "**AS-BUILT**" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

### PS 6.3 FINISHING AND TIDYING

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

### PS 6.4 SURVEY BEACONS

No setting out of the pipeline route was done. All proposed pipelines shall be parallel (at least 2,5 m away) to the existing yard boundaries. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

### PS 6.5 LOCALLY BASED SUB-CONTRACTORS

Tenderers are encouraged to utilize the services of locally based sub-contractors.

## 15. PS 7 TRAINING

### PS 7.1 General

A suitably capable Training consultant is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community-based labour
- ii) Employer Training – community-based contractors

- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

This project is a project using community-based labour and community-based contractors as far as possible.

The Contractor using the necessary plant and labour as he sees fit shall carry out conventional construction. However, the Contractor may only bring in key staff from outside the area that has the necessary skills not available among the local community. Other than key staff, all other labour must be employed from the local communities. As a guideline, key staff would include general foreman, foreman, site managers, buyers, quantity surveyors, etc.

The Training Consultant will provide the necessary training so that the local labourers will have the necessary skills to carry out this work. In this respect, the contractor and the Training Consultant will have to work closely together to identify what skills are required, how many labourers in each trade are required and when this labour is required, so that the necessary training can be given timeously.

Typical training that is envisaged at this stage includes shuttering, concrete work, reinforcing, team leaders, etc.

The other part of the Contract is work that will be carried out by community-based contractors.

The Training Consultant will identify persons, with the assistance of the Project Steering Committee, and train these persons to establish small community-based contracting firms, who will employ local labour. These firms will tender to carry out this work and successful Tenderers will be appointed by the Contractor as nominated sub-contractors to execute this work.

Typical training that will be given by the Training Consultant is:

- i) Community-based contractors
- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
  - Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plans, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
  - Project planning – introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
  - Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.
- ii) Community based labour  
Local labour will be taught the following skills:
- Safe handling of hazardous substances or material

Again the Contractor, Employee's Representative Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community-based labour training will take place on site before actual production starts.

Training of community-based contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, for the training of community-based contractors.

- To pay his labourers. VAT etc. and finalize the final account.

- ii) Contractor
- In conjunction with the Training Consultant, establish the needs, training and programming of the work.
  - To assist the Training Consultant in drawing up the agreements of association between the Contractor and the community-based contractors where applicable.
  - To enter into nominated sub contracts with the community-based contractors.
  - To provide the necessary skills transfer and construction management for the community-based contractors to successfully complete this work. This includes setting out of the work, quality control over the work, programming of the work, progress, testing and acceptance thereof.
  - To provide the necessary materials to execute the work. This includes purchasing the required materials, transporting them to the camp site, storage at the campsite, transporting materials as required from camp site to the sites of the various community based contractors, handing over of the materials.
  - To pay the community-based contractors as the work progresses and the Contractor must make allowance in his Tender for this. Retention monies will be as for this Contract. No sureties will be required from the community-based contractors.
  - To measure the work and finalize the final account.
  - Complete copies of the emerging contractor's contracts to be given to the Engineer for endorsement prior to the contract being signed.

Candidate selection would be according to the requirements for a particular discipline. A Certificate of Achievement should be awarded to a student who has attained a prescribed level of competency.

A provisional amount for training has been recorded in both sections under the Item "Training", in the Preliminary and General portions in the Schedule of Quantities.

## 16. PS 11 APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract and, notwithstanding the provisions of sub clause 2.2 of SANS 1200 A, the editions specified below shall apply:

SANS 1200 A	-	1986	General
SANS 1200 AB	-	1986	Engineers Office
SANS 1200 C	-	1986	Site Clearance
SANS 1200 DB	-	1989	Earthworks (Trench Excavations)

## 17. PS 10.2 Particular Specification

PSVC : Security Fencing (Removal of Fencing)  
 PF : Masonry

The newest additions of above specifications up to and including the month of this tender will prevail.

## PROJECT SPECIFICATION

### PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

#### SANS 1200 A: GENERAL

#### 18. PS A 3 MATERIALS

##### PS A 3.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

#### 19. PS A 4 PLANT

##### PS A 4.2 Contractor's Offices, Stores and Resources

Add the following to A 4.2:

No housing is available for the contractor's employees and the contractor must make his own arrangements for accommodation and transport of his employees.

##### PS A 4.3 Hand Tools

The contractor shall provide and maintain all hand tools required for the execution of the Works.

#### 20. PS A 5 CONSTRUCTION

##### PS A 5.1 SURVEY

##### PS A 5.1.1 Setting out of the Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from the layouts given to him. The proposed network pipes must be placed 2,0m away from the erf boundaries in the road reserve. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported

to the Engineer, shall be the sole responsibility of the Contractor. *The exact position of the network pipes shall be determined on site in conjunction with the Engineer and must be approved before construction of the specific section starts.*

The Engineer may alter any part of the works to suit local conditions. The Contractor must therefore contact the Engineer immediately after the preliminary setting out of any part of the works before starting with detail setting out, or construction. Only after the Engineer has approved a specific site or part of the works, may the detail setting out and construction commence.

#### **PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS**

Add the following to A 5.2:

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

### **21. PSA 7 TESTING**

#### **PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS**

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

### **22. RISKS**

In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Municipality the progress of work, or the quality thereof is not satisfactory, the Municipality shall be entitled to cancel the contract. The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected. Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Municipality, and with the minimum disruption of essential services. Where the municipality is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Contractor.

**PS A 8.2 PAYMENT**

**PS A 8.3 Fixed-Charge and Value-Related Items**

**PSA 8.3.1 Contractual Requirements..... Unit: Sum**

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB..

The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

**PS A 8.3.2 Establishment of Facilities on the Site**

**PS A 8.3.2.1 Facilities for Engineer**

- a) Furnished office (No) ..... Unit: Sum
- b) Nameboards (1 No.) ..... Unit: Sum

**PS A 8.3.2.2 Facilities for Contractor**

- (a) Offices, workshop and storage sheds ..... Unit: Sum
- d) Living accommodation ..... Unit: Sum
- e) Ablution and latrine facilities ..... Unit: Sum
- g) Access ..... Unit: Sum

**PS A 8.3.3 Other Fixed-Charge Obligations..... Unit: Sum**

This item as listed under Schedule A of the bill of quantities is as specified in the standardised specification SANS 1200 A.

**PS A 8.3.4 Removal of Site Establishment..... Unit: Sum**

The sum shall cover the cost of the demolition on and the removal from the surface of the site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineer

**PS A B.8.3.5 OCCUPATIONAL HEALTH AND SAFETY**

**PS A B.8.3.5.1 Contractor's initial obligations in respect of the Occupation Health and Safety Act and Contractual Regulations..... Unit: Sum**

The full amount will be paid on the scheduled rate on condition that:

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointment of Employees and sub- contractors
- (c) The client has approved the contractor's Health and safety plan
- (d) The contractor has set up his Health and safety File and Safety Plan.

- (e) The Contractor has appointed a Health and Safety officer.

The provincial sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulation which are mainly a function of time. The sum for the supply of all safety equipment, safety clothing, first aid kit, etc. in order to adhere to the Occupational, Health and Safety Act specifications. The Contractor must familiarize himself with the conditions as per Occupational, Health and Safety Act and adhere thereto. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Service Provider. Contractor notes that this item covers the costs for the preparation and submission of Health and Safety plan and file.

Payment shall be as specified for item 1.3 in the standard specifications

**PS A B.8.3.5.2 Occupational, Health and Safety Act..... Unit: Sum**

Handling cost in respect of sub-item 8.3.5. A percentage of the payment made to the Occupational health and safety act will be paid to the Contractor under this section. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Occupational health and safety act.

**(a) Provision for safety officer**

The Contractor should appoint the safety officer who will be full time responsible for all safety issuers on site, and he or she should be full-time on site.

The tendered rates include the full compensation for that part of the provision of safety officer in terms of the Occupational Health and Safety Act and the construction regulation which are mainly a function of time. Payment shall be made monthly.

- (b) Handling cost in respect of sub-item 8.3.5.2 (a). A percentage of the payment made to the Safety Officer will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Safety Officer.

**PS A B.8.3.5.3 Contractor's time-related obligation in respect of the OH&S Act and Construction regulation**

The tendered lump sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The lump sum will be paid monthly only after payment for item 1.3.3 and item 1.1.5 has been made Payment of the lump sum shall be made monthly (calculated by the division of the lump sum by the number of months remaining)

**PS A 8.2.2 Time-Related Items**

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

**PS A 8.4 SCHEDULED TIME RELATED ITEMS**

**PS A 8.4.2.1 Facilities for Engineer**

- a) Furnished offices ..... Unit: Sum
- b) Telephone for engineer's representative..... Unit: Prov. Sum

**PSA 8.4.2.2 Facilities for Contractor ..... Unit: Sum**

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB. Establishment of Facilities on the Site Facilities for Engineer

**PSA 8.4.3 Supervision for Duration of Construction ..... Unit: Sum**

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff. Plant (designated plant or plant for designated operations or plant for use during Supervision for Duration of Construction

**PSA 8.4.4 Company and Head Office Overhead Cost's for the Duration of the Contract.... Unit: Sum**

The sum shall cover the Contractor's company and head office overhead costs.

**PS A 8.5 SUMS STATED PROVISIONALLY BY ENGINEER**

**PS A 8.5(a)1 Community Liaison Officer ..... Unit : P/Sum**

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

**PSA 8.5 (a) 2 PSC Meetings Attendance ..... Unit: P/Sum**

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The Engineer should authorise payment before it is made. Proof of payment has to be submitted to Engineer before claim can be certified.

**PS A 8.5(a)3 Overheads, charges and profit on (1) above ..... Unit : %**

Handling cost and profit in respect of sub-item 8.5(a)1& 1. A percentage of the payment made to the Community Liaison Officer and PSC Meeting attendance will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Community

Liaison Officer and PSC members. No payment will be made under this item before payment to the Community Liaison Officer and PSC members.

**PS A 8.5(b)1 Training**

**Unit : Sum**

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer or Engineer.

**PS A 8.5(b)2 Overheads, changes and profit on (1) above**

**Unit : %**

Handling cost and profit in respect of sub-item 8.5(b)1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

**PS C 8.5 EXISTING SERVICES**

The services parallel to the pit excavation must only be removed and re-erected at the positions as indicated and approved by the Engineer and repaired where it was damaged. . After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

**PS A 8.5(c)2 Overheads, changes and profit on (1) above**

**Unit : %**

Handling cost in respect of sub-item 8.5(c)1. A percentage of the payment made to the Service Provider will be paid to the Contractor. The rate shall cover the contractor's overheads, changes, and profit on payments for the Service Provider.

**PS A 8.7 DAYWORK**

Replace A 8.7 with the following:

Daywork will be paid according to the percentage allowance method. For calculating the total remuneration the General Conditions of Contract for Construction Works, Second Edition, 2010 shall apply, with the amendments as in the appropriate special conditions of contract, which is bound into this document. A daywork schedule will be provided for filling in the necessary information.

**A 8.8 TEMPORARY WORKS**

**PS A 8.8.2 Accommodation of Traffic**

**Unit: Sum**

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access

roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof.

## PROJECT SPECIFICATION

### PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

#### SANS 1200 AB: ENGINEER'S OFFICE

#### 23. PS AB 3 MATERIALS

##### PS AB 3.1 NAME BOARDS

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".

##### PS AB 3.2 OFFICE BUILDING

Replace AB 3.2 with the following:

Prior to commencing with work, the contractor shall provide and furnish for the use of the engineer's representative and his staff one proper ventilated office (3.0 x 4.5m area) in an approved position. The Engineer will indicate the position. All plans shall be submitted to the engineer for approval, before the commencement of erection.

The office with a minimum floor area of 13.50m<sup>2</sup> (the smaller dimension at least 3.0m) with a ceiling height of minimum 2.1m, shall also have one toilet apart from the office building for the exclusive use of the engineer's representative.

The office shall be provided with lined walls and boarded ceilings and floor and suitable door with secure locks. The office shall be ventilated, weather proof and waterproof and shall have windows with an area to at least 20% of the floor area. The office shall be insulated to provide comfortable working conditions.

Internal furnishings shall include:

- One desk (1,5m long x 1,0m wide x 0,9m high) with lockable drawers with keys
- One drawing table
- Eight desk chairs
- One table (2,0m long x 1,0m wide x 0,9m high) with smooth top.

#### 24. PS AB 4 PLANT

##### PS AB 4.1 TELEPHONE AND FAX

Replace AB 4.1 with the following:

The Contractor shall supply the Engineer with a cellular telephone service for the exclusive use of the Engineer and Engineers Representative for official purposes for the duration of the contract.

## **25. PS AB 5 CONSTRUCTION**

### **PS AB 5.1 NAME BOARDS**

Add the following to AB 5.1:

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within seven days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name boards.

The Contractor will be permitted to erect a maximum of one of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

### **PS AB 5.5 SURVEY ASSISTANTS**

Substitute "two or more suitably educated survey labourers" in the first sentence of PS 5.5 with "two semi-skilled labourers."

### **PS AB 5.6 SURVEY EQUIPMENT**

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically;
- d) one 5m and one 100 m tape measure; and
- e) diverse surveyor's necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

**26. PS AB 8 MEASUREMENT AND PAYMENT**

**PS AB 8.2 PAYMENT**

**PS AB 8.2.2(a) Office buildings Unit: Sum**

The rate shall cover all time-related costs pertaining to the office building as prescribed in PS AB 3.2.

**PS AB 8.2.2(b) Telephone and fax Unit: Sum**

The rate shall cover all time-related costs pertaining to the telephone and fax as prescribed in PS AB 4.1.

**PS AB 8.2.2(c) Name board Unit: Sum**

The rate shall cover all time-related costs pertaining to the name board/s as prescribed in PS AB 5.1.

**PS AB 8.2.2(d) Survey assistance and equipment Unit: Sum**

The rate shall cover all time-related costs pertaining to the survey assistants and equipment as prescribed in PS AB 5.6.

## PROJECT SPECIFICATION

### PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

#### SANS 1200 C: SITE CLEARANCE

#### 27. PS C 3 MATERIAL

##### PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing shall be disposed of at the site indicated at the site inspection. If such a site is indicated at tender stage, the cost of transporting material and debris will be included under 8.2.1.

Loading and off-loading should be done by hand and the contractor must price accordingly under item 8.2.1.

#### 28. PS C 5 CONSTRUCTION

##### PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to a 2,5m wide strip along the pipe route. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

The Contractor may proceed with clearing and grubbing after the handing over of the site.

##### PS C 5.2 CUTTING OF TREES

##### PS C 5.2.3 Preservation of Trees

##### PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer.

A penalty of **R15 000,00** per tree for trees damaged and/or removed will be charged.

##### PSC 5.3 EXISTING FENCING

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Engineer and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

**29. PS C 8 MEASUREMENT AND PAYMENT**

**PS C 8.2 SCHEDULED ITEMS**

**PS C 8.2.1 Clear and grub (1.0m wide) Unit: m**

The removal of all rocks and boulders on site over 0,15 m<sup>3</sup> will be paid under sub clause D 8.3.2(b). The removal of hard rock other than boulders will be paid under sub clause PS DB 8.3.2(b).

**PSC 8.2.2 Remove and grub large trees and tree stumps of girth**

- a) over 1 m and up to and including 2 m ..... Unit: No
- b) over 2 m and up to and including 3 m ..... Unit: No

The girth of a tree or stump will be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps of girth exceeding 1 m will be measured individually and classified according to site in increments of 1 m as indicated above.

The rate shall cover the cost of clearing and grubbing trees and stumps of all sizes, cutting branches, backfilling holes, and removing, transporting, and disposing of all such trees, stumps, and branches and associated material.

**PSC 8.2.3 Remove and grub all trees and tree stumps regardless of girth ..... Unit: No**

In exceptional circumstances, where construction is carried out through plantations or where the quantity of trees or girth exceeding 1 m renders individual measurement impracticable the project specification may provide that the clearing and grubbing of trees be measured in hectares. If this method of measurement is used the areas to which it is applicable will be defined clearly on the drawings and the reason for adopting the method of measurement will be stated in the project specification.

The rate shall cover the cost of all operations specified in .8...2.2.

**PSC 8.2.5 Take down existing fence..... Unit: m**

The rate shall cover the cost of taking down the fences, coiling wire, sorting and stacking all material at sites indicated by the Engineer and the cost of loading, transporting and offloading such material.

**PROJECT SPECIFICATION**

**PORTION 2: VARIATIONS AND ADDITIONS TO  
STANDARDISED SPECIFICATIONS**

**SANS 1200 DB: EARTHWORKS**

**PSDB 1 SCOPE**

This specification covers earthworks for excavations of pits dug 2 metres deep and also use the excavated soil as backfill on the sides of the brick lining and compact on the sides in layers of 150mm per layer. Use soil from a suitable source if excavated material is of poor quality.

**30. PS DB 3 MATERIALS**

**PS DB 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

**PS DB 3.1.1 Method of Classifying**

Substitute DB 3.1.1 and DB 3.1.2(a), (b) and (c) with the following:

The Engineer shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

**TABLE 1 : CLASSIFICATION OF MATERIALS**

<b>CLASSIFICATION</b>	<b>DESCRIPTION</b>
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Engineer, the Engineer shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

**PS DB 3.5 BACKFILL MATERIALS**

- a) Substitute "from trenches" in DB 3.5(a) with "from trenches and street excavations".

Add the following to DB 3.5(b):

- c) Road crossings, access to services, farms and camps and any section that fall within the road reserve shall be classified as areas subject to loads from road traffic and must be compacted accordingly to the top of the trench (natural ground level).

**PS DB 3.7 SELECTION OF MATERIAL FOR REPAIR WORK**

If the excavation of a pipeline damages an existing road surface, the Contractor must stockpile material from the top 200mm of such a road surface in order to reuse it as sub base for the repairing of the road crossing.

If necessary gravel material that is suitable for the reparation of road surfaces must be imported.

The Contractor must make provision in his tariffs for compaction in road reserves for the selection of excavated material as specified above.

**31. PS DB 4 PLANT**

**PS DB 4.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment.

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**32. PSDB 5 CONSTRUCTION**

**PSDB 5.1 PRECAUTIONS**

**PS DB 5.1.1.1 Water in Trenches**

Water in open pits may cause accidents, pits should not be left open for more than 5 working days.

**PS DB 5.4 EXCAVATION**

Add the following to DB 5.4:

"Excavation and backfilling of open pits shall be done in such a manner as to ensure the least possible disruption to the public and access to the properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PS DB 5.5.1 Over Excavation of Pits**

Where pits are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Engineer.

**PS DB 5.6 BACKFILLING**

**PS DB 5.6.1 General**

Backfilling in road reserves must be compacted in 100mm layers up to natural ground level.

Where prescribed by the Engineer all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

**PS DB 5.6.3 Disposal of Soft Excavation Material**

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

**PS DB 5.7 COMPACTION**

**PS DB 5.7.2 Areas Subject to Traffic Loads**

Add the following to DB 5.7.2:

All pit excavations Backfilling of pits will be executed in compacted layers of 300mm

**PS DB 5.9 REINSTATEMENT OF SURFACE**

**PS DB 5.9.2 Private Property and Commonage**

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

**33. PSDB 8 MEASUREMENT AND PAYMENT**

**PSDB 8.2 COMPUTATION OF QUANTITIES**

**PS DB 8.2.4 Shoring**

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Engineer gives written approval before it is installed.

**PSDB 8.3.2 Excavation**

**(a) Excavation in all material for trenches, backfill, compact and dispose of surplus material..... Unit (m)**

Item will be provided for various pipe diameters in steps not greater than those specified in 5.2 and various depths in increments of 1.0 m measured to the bottom of the bedding layer (see Drawing DB 2, DB 3, and DB 4). Where measured volumetrically in terms of 8.1.2 (a), the volume of excavation will be computed in accordance with 8.2.2 and 8.2.3

The rate shall cover the cost of the same operation in heading where the Contractor elects to use such a method of excavation. The volume or length will be measured for payment on the assumption that normal trench excavation has been carried out. The volume or length in the undisturbed prism of material between the top of the tunnel and ground level will be classified as soft excavation in terms of 3.1. No additional payment will be made for such headings and no deductions will be made for reduced excavation quantities.

**(b) Extra-over item (a) above for:**

- 1. Intermediate excavation ..... Unit: m<sup>3</sup>
- 2. Hard rock excavation..... Unit: m<sup>3</sup>
- 3. Hand excavation and backfill where ordered by the engineer. .... Unit: m<sup>3</sup>
- 4. Soil Crete backfilling where directed by the engineer. .... Unit: m<sup>3</sup>

Separate items will not be provided for depth increment, volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the intermediate or hard rock excavation, as the case may be, either to the bottom of the same material or to the bottom of the trench as specified in (a) above, whichever is the lesser (see Drawing DB 5

The rates shall cover the additional cost of the excavation and hauling of the more difficult material of unsuitable material.

**c) Excavate and dispose of unsuitable material from trench bottom (provisional)..... Unit: m<sup>3</sup>**

The volume will be computed from the trench width determined in accordance with 8.2.3 and m<sup>3</sup> the additional depth ordered.

The rate shall cover the cost of the excavation of the additional depth in any material, the disposal of the unsuitable material as specified for soft: excavation in 5.6.3 within freehaul distance and the backfilling of the additional depth with suitable material from the side of the trench.

**PSDB 8.3.3 EXCAVATION ANCILLARIES**

**PSDB 8.3.3.1 Make up deficiency in backfill material**

- a) from other necessary excavations on site ..... Unit: m<sup>3</sup>
- b) by importation from-designated borrow pits ..... Unit: m<sup>3</sup>
- c) by importation from commercial or off-site sources selected by the Contractor ..... Unit: m<sup>3</sup>

Items (b) and (c) above will not be measured for payment unless importation has been ordered in writing. The volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the backfill to the top of the bedding as shown on Drawing DB-1 or the actual depth of backfill used to make up the deficiency or the depth of additional excavation ordered in terms of B.3.2(c), as applicable.

The rate for material from other necessary excavations on site shall cover the cost of selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's method of working, and the disposal of the material that is replaced, all within freehaul distance.

The rate for material from designated borrow pits shall cover the cost of royalties, if applicable, excavation and selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within freehaul distance.

The rate for material from commercial or off-site sources selected by the Contractor shall cover the cost of the acquisition of the material (including royalties, if applicable), the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within freehaul distance (see Subclause 5.2.5.1 of SANS 1200 D or Subclause 5.2.6.1 of SANS 1200 DA, as applicable).

**PSDB8.3.3.2 Opening up and closing down of designated borrow pit .....Unit: Sum**

This item will only be scheduled when a new borrow pit has to be established or when access to an existing borrow pit has to be established.

With the exception of the cost of the removal and spreading back of the topsoil (if scheduled), the sum shall cover the cost of opening up and of restoring the Site as specified in Subclause 5.2.2.2 of SANS 1200 D or Subclause 5.2.2(f) of SANS 1200 DA, as applicable.

**PSDB 8.3.5 Existing Services**

Existing Services-that Intersect or Adjoin a pit (see Sub-clauses 5.1.2 and 8.3.8 of SANS 1200 D or Sub-clauses 5.1.3 and 8.3.5 of SANS 1200 DA, as applicable.)  
(See Subclauses 5.1.2 as applicable.)

- (a) Services that intersect a pit (angles between centre-lines in plan of 45-90°)..unit (No)

Except where water pipes are to be recovered, existing water pipes, sewers, stormwater pipes, concrete-lined channels and drains, box culverts, electric cables, ducts, kerbs, channels, erf connections and various sizes of pipes and services that intersect a pit of specified width and require various degrees of care, whether or not their presence is known before they are uncovered, will be measured separately. The unit refers to one service, but services that are so grouped that they can be contained within a horizontal dimension of 200 mm measured at right angles to the axis of the services will be measured as one unit.

- (b) Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than 45O) ..... Unit⊗No)

In a case where a trench of specified width

1 runs parallel to or at an angle (in plan) of less than 45O to an existing service, and is such that the nearer side of the bottom of the trench lies at least partly between a vertical plane and a plane

that lies at an angle of 45° below the horizontal, both planes passing through the axis of the service, the length of service within the minimum base width of the trench, determined in accordance with 5.2, will be measured for payment under this item and the remaining length, the side of the trench which, in the opinion of the Engineer, is rendered liable to collapse because of the existence of such service, will be measured for shoring (see 8.3.4(a)).

The rate for an item scheduled in terms of (a) and (b) above shall cover the additional cost of

- i) care in excavation necessitated by the presence of such service in or across the trench;
- ii) protecting and maintaining such service in operation by means of temporary supports or shoring, as necessary;
- iii) delays and disruption of the progress of the work due to the existence of the service<sup>1</sup> and
- iv) repairs necessitated by damage caused by the Contractor.

### **PS DB 8.3.6 Finishing**

#### **PS DB 8.3.6.1 Reinstatement road surfaces complete with all courses**

**Unit: m<sup>2</sup>**

Replace DB 8.3.6.1 with the following:

- a) Gravel

Unit: m<sup>2</sup>

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2

## PROJECT SPECIFICATIONS

### PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

#### SANS 1200 GA: CONCRETE (SMALL WORKS)

**34. PSG1 SCOPE**

35.

This specification covers the requirements for concrete (plain and reinforced) for small works associated with pipelines, roads, railways, pump stations, etc. It covers the basic materials, the plant and formwork required, the quality, manufacture, and curing of concrete, tolerances in workmanship, testing, and the methods by which the finished structure is to be measured for the purposes of payment

**36. PSGA 3 MATERIAL**

**PSGA 3.2.1 Applicable Specifications**

Add the following to G 3.2.1:

Portland cement that conforms to SANS 471

**PSGA 3.2.2 Storage of Cement**

Add the following to G 3.2.2:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

**37. PSGA 4 PLANT**

**PSGA 4.4 Formwork**

**PSGA 4.3.3 Ties**

Add the following to G 4.4.3:

No ties will be allowed in vertical walls and permanent metal ties shall have a minimum concrete cover of 40 mm. Tie holes shall be filled with an approved non-shrink epoxy grout.

**38. PSGA 5 CONSTRUCTION**

**PSGA 5.1 REINFORCEMENT**

**PSGA 5.1.3 Cover**

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall be not less than 40 mm.

## **PSGA 5.2 FORMWORK**

### **PSGA 5.2.1 Classification of Finishes**

Add the following to G 5.2.1:

The following surface conditions are required in the various portions of the finished concrete:

(a) **Rough**

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

(b) **Smooth**

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed edges unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

## **PSGA 5.4 CONCRETE**

### **PSGA 5.4.1 Quality**

#### **PSGA 5.4.1.2 Consistency**

Add the following to sub clause G 5.5.1.2(a):

The slump of concrete used in water retaining structures may not be less than 30mm and not more than 60mm.

#### **PSGA 5.4.1.5 Strength concrete**

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

(a) Blinding layers and encasing of pipes	20 MPa/19 mm
(b) Benching	20 MPa/19 mm
(c) Screeds	20 MPa/10 mm
(d) Reinforced concrete	30 MPa/19 mm

#### **PSGA 5.4.1.7 Durability**

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

#### **PSGA 5.4.8 Concrete Surfaces**

Add the following to GA 5.4.8.1:

Concrete surfaces under screeds, granolithic finishes or benching shall be brought up to a plane, uniform surface with a suitable screed board.

#### **PSGA 5.4.11 Construction Joints**

The use of construction joints must be minimised and may only be placed as shown on the drawings or at positions as approved by the Engineer.

At all construction joints in walls a PVC water stop without a centre bulb must be placed as shown on the drawings.

Alternative materials with similar properties may be proposed but may only be installed after approval of the Engineer.

#### **PSGA 5.5.10.4 Wood-floated finish**

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.1 and after the concrete has hardened sufficiently; it shall be floated to a uniform surface free from trowel marks. The screed surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

#### **PSGA 5.5.10.5 Steel-floated finish**

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

### **PSGA 8 Measurements and Payment**

#### **PSGA 8.1.1 Formwork**

Formwork, other than formwork covered by 8.1.1.2 and 8.1.4, will be measured as the net area of the face of the concrete to be supported during the deposition of concrete. No deduction will be made for fillets and splays of size up to 50 mm x 50 mm or for openings of diameter up to 0,7 m or of area up to 0.5 m<sup>2</sup>.

Formwork in continuous lengths of narrow widths and of fillets or splays over 20 mm x 20 mm will be measured by length, the width or range of widths being stated in the schedule. Boxing-out, the forming of holes, and other such operations will be measured by number, basic dimensions, perimeters, or drawing references, as stated in the schedule.

The unit rate shall cover the cost of all parts of formwork in contact with the concrete, and the necessary bearers, struts, and other supports, plus the labour and plant necessary to erect and strike such formwork.

#### **PSGA 8.1.2 Reinforcement**

Steel for normal reinforced concrete will be measured net by mass of all bars, including supporting steel detailed on the reinforcing schedules. The mass will be computed from the nominal bar size and nominal mass per unit length. No allowance will be made for cutting, waste, spacer devices (materials other than steel bars), or binding wire.

Steel reinforcement for precast concrete units will not be measured unless so scheduled (see 8.6).

Welded mesh will be measured by area as shown on the drawings, No allowance being made for cutting, waste, laps, or deductions for end cover. The areas measured will be those of the

concrete floor or slab being reinforced by means of mesh. In the case of continuous unit partly reinforced by mesh, the area will be computed from the outside dimensions of the area covered by mesh regardless of whether or not additional reinforcing steel is present in the same area. Steel off cuts resulting from the cutting and bending of reinforcement in accordance with the bending schedules shall be deemed to be the property of the Contractor.

### **PSGA 8.1.3 Concrete**

a) Concrete will be measured net to the dimensions shown on the drawings or to the dimensions cast, whichever are the smaller. Structural elements that are undersized will be measured for payment only if they are accepted by the Engineer

b) No allowance will be made for concrete required to make up over break in soft excavation, but payment will be made for additional concrete or formwork, or both, ordered in writing by the Engineer to replace unsuitable material or overbreak in hard rock or in intermediate excavation (see (d) below).

The unit rates shall cover the cost of the provision of concrete (made with ordinary portland cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking of for levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

**PROJECT SPECIFICATION**

**PROJECT SPECIFICATION**

**PORTION 2: VARIATIONS AND ADDITIONS TO  
STANDARDISED SPECIFICATIONS**

**SANS 1200 VC: FENCING**

**39. PSVC 1 SCOPE**

This specification covers the erection of a new 2.4m high fence with 1 x motor gate 2.4 x 2.4m.

**PSVC 4.2 SECURITY FENCING**

Add this item to cover the erection of a new 2.4m high fence

**PSVC 4.2.1 Material**

**(a) Straining posts, stays, standards and droppers**

Straining posts, stays, standards and droppers shall be of the type and size indicated on the drawings. Steel sections shall comply with the requirements of CKS 82 and timber posts with the requirements of SANS 457, Timber posts shall be treated with a preservative in accordance with the requirement of subclause 5402 (b)(i)

Droppers shall be 0.56 kg/m ridgeback pattern droppers

Tubular staining shall be posts and stays shall be galvanized in accordance with SANS 763 for class B1 articles, or shall be painted as specified in section 8400 as may be required on the drawings, and shall have a wall thickness of at least 2.95 mm. Unless otherwise shown on the drawing on the drawing, all tubular posts shall be provided with a 230 mm x 230 mm footplate and a pressed steel or cast-iron cap. Tubular stays shall have a nominal bore of at least 60 mm.

Rolled steel section shall be provided with a protective coating of tar or other approved material.

**(b) Bolts for stays**

Bolts shall be galvanized steel bolts of the required length and a diameter which shall not be less than 12 mm. All the necessary bolts, nuts and washers, shall be supplied with each post.

**B 5507 Erecting fence wire**

All fence wire shall be tied to the sides of standards or posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully tensioned without sagging and true to line, care being exercised not to tension the wire to such an extent that it will break, or that end, corner, straining or gate posts will be pulled out or that it will be easily damaged during veld fires.

Each strand of fencing wire shall be securely tied in the correct position hard \up to each standard with soft galvanized tying wire. The tying wire for each strand shall pass through a hole or notch in the standard, while the ends of the tying wire shall be wound at least four times around the fencing wire to prevent it from moving in a vertical direction

**B 5513 GENERAL REQUIREMENTS**

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not deviate by more than 25 mm from that shown on the drawings. Other fencing wires shall not deviate by more than 10 mm from their prescribed vertical positions.

**B 5514 MEASUREMENT AND PAYMENT**  
**Item**

**Unit**

**55.01 Cleaning the fence line 2 m wide strip..... m(m)**

The removal of trees and stumps with a girth exceeding 1 m shall be paid as specified in section 1700

**B 55.02 Supply and erect new fencing material for new fence and for supplementing material in existing fences which are being repaired or removed:**

- (a) Zinc-coating barbed wire 3 mild steel grade, double stand 2.5 mm diameter unidirectional twist (SANS 675).....m (m)
- (b) Zinc-coating smooth wire 2.24mm diameter. high tensile fencing wire(SANS 675).....m (m)

The unit of measurement shall be erected as specified in the drawings completely drilled with steel cap and base plate and painted. The price shall also include full compensation for the excavation of 300mm x 300mm x 800mm deep holes and the backfill with concrete.

**Gate**

Single motor gate (2.4 x 2.4 mm) .....Unit (No.)

The unit of measurement shall be the number of new gate erected. The two wings of the double gates shall be considered as one gate. The tendered rate shall include full compensation for the procurement and supply of all material including gates, gate posts, hinges, bolts, mesh, binding wire, concrete, etc., as well as the erection of the gates as specified and indicated on the drawings.

**PF MASONRY WORK**

**PF 01 SCOPE**

This is a SPECIAL SPECIFICATION which covers masonry construction work for the VIP pit latrine for work which are not covered in the standard specifications

**PF 02 GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. All other relevant and applicable SANS regulations are also to be considered as minimum requirements, and in particular SANS 0400: The Application of the National Building Regulations.

- OW 371 - Specification of materials and methods to be used (Fourth revision, October 1993)
- SANS 0145 - Concrete masonry construction
- SANS 0249 - Masonry walling
- SANS 0400 - Application of National Building Regulations
- SANS 952 - Polyolefin film for damp-proofing and water proofing in buildings

**PF 03 BRICKWORK CONSTRUCTION**

Brickwork for pit linings shall consist of collar-jointed 290 x 190 x 140mm concrete masonry units to,using class 2 mortar, 15mm thick, in stretcher bond and brickforce of pre-galvanized hard-drawn wires not less than 2.8mm diameter, placed every 3rd layer.

**PF 04 PLASTERING**

All plaster shall comply with the requirements of SANS 523 and section 14 of OW 371.

Plaster shall be finished to a true and even surface with a wood float. All plaster surfaces shall be free from blemishes, cracks, blisters or other defects. Plaster shall turn into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.

Plastering of a surface shall be executed in one operation, as no joint marks will be allowed. Plaster on walls shall not be less than 12 mm or more than 20 mm thick and plaster on concrete shall be not less than 10 mm or more than 15 mm thick, except where specifically specified otherwise.

An approved sealant additive (key-coat by **Pro Grip** or similar approved) shall be mixed into the plaster mixture of 1:1:1 as Cement : Water : Sealant - mixture.

**PF 05**

**SOILCRETE**

The aggregate used for soilcrete shall be a sandy material but may contain larger particles up to 38 mm and it shall have a plasticity index of more than 10. Material containing detrimental amounts of silt or clay shall not be used for soilcrete. The aggregate shall be obtained from an approved source.

The soilcrete shall be mixed on Site by means of suitable concrete mixers and the water and cement contents shall be carefully controlled. The material shall be placed and then thoroughly compacted by means of vibrators so that all voids are filled. Stones or other approved form work shall be packed at culvert ends to prevent the soilcrete from flowing outside the required limits.

The rate shall cover the cost of constructing soilcrete backfilling complete, including Portland cement calculated at the rate of 7% of the dry mass of the soil used. Overhaul will not be paid on any cement, water or aggregate used for the soilcrete.

**PB 08**

**MEASUREMENT AND PAYMENT**

**Unit**

**Item**

PF 01 **Concrete block brickwork** (nominal wall thickness square metre and brickwork join stated) (m<sup>2</sup>)

The unit of measurement for the brick wall shall be the square metre of wall constructed as measured on the centre line. Areas occupied in walls by pipes (sleeves) will be included in the area measured, and corners and intersections common to more than one brick wall will be measured only once.

The tendered rate shall include full compensation for constructing the brick wall in accordance with specification PF03, including procurement and delivery to site of bricks.

**Item**

**Unit**

PF 02 **Plastering brick wall** square metre (m<sup>2</sup>)

The tendered rate shall cover the full cost to procure materials and plaster wall according to specification PF 04 in this document (inclusive of key-cote).

The unit of measurement for the brick wall shall be the square metre of wall plastered measured on the centre line. Areas occupied in walls by pipes (sleeves) will be included in the area measured, and corners and intersections common to more than one brick wall will be measured only once.

<b>Item</b>	<b>Unit</b>
PF 03 <b>Soilcrete</b> (area indicated)	cubic metre (m <sup>3</sup> )

The tendered rate shall cover the full cost to procure materials and soilcrete indicated area according to specification PF 05 in this document.

The unit of measurement for soilcrete shall be the cubic metre of soilcrete and measured as follows:

- Volume of soilcrete per toilet = (width of soilcrete in plan indicated on drawing x outside dimension of pit x depth of pit from natural ground level to top of concrete foundation)

No extra-over payment will be made for additional soilcrete required in the event that pit excavation dimensions exceed those indicated on drawings or for over-brake.