

GAMAGARA LOCAL MUNICIPALITY



BID NO: GM2023/68

UPGRADING OF A SECTION OF SEWER RETICULATION IN
MAPOTENG

REQUIRED CIDB GRADING: 6CE or higher

PREPARED BY:

**GAMAGARA LOCAL MUNICIPALITY
C/o Hendrik van Eck & Frikkie Meyer Roads
KATHU
8446**

Contact:

Name: Mr Walter Jood

Telephone: (053) 723 6000

Client Ref. No.: **GM2023/68**

Bidder:

Total of the prices inclusive of VAT: R

CLOSING DATE: 31 JULY 2023 AT 10:00



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

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Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG TENDERING PROCEDURES

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END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

TENDER NOTICE AND INVITATION TO TENDER



**CONTRACT No. GM2023 / 68
FOR
UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG
INVITATION FOR PROSPECTIVE BIDDERS**

Gamagara Local Municipality hereby invites prospective service providers to submit tenders for the Upgrading of a section of sewer reticulation in Mapoteng.

It is estimated that prospective tenderers should have a CIDB contractor grading of 6CE or higher. Only tenders who conform to the criteria stated in the Tender Data and Tender Conditions are eligible to submit tenders.

Tender documents will be available on the Municipal website (www.gamagara.gov.za) and E-tender webpage. Tender enquiries can be directed to Mrs. Josephine Nampa at tel. (053) 723 6000 email at nampaj@gamagara.gov.za.

A compulsory clarification meeting with representatives from the Employer will take place at the Municipal Town Hall next to Gamagara Municipality offices in Kathu on **10 July 2023** starting at 10:00. Only tenderers who attend the clarification meeting shall be eligible to submit tenders. *No tender documents will be made available at the Municipality or during the compulsory clarification meeting.*

The tender will close on **31 July 2023 at 10:00** and the opening of the Bids will be at the Municipal Town Hall in Kathu. Completed tender documents, sealed in an envelope and clearly marked **"GM2023/68- UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG"** and must be placed in the Tender Box in the foyer of the Gamagara Local Municipality at, Cnr Frikkie Meyer & Hendrik Van Eck Roads, Civic Centre, Kathu, and no Tenders will be accepted after the closing time or per facsimile or per e-mail.

Gamagara Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of a tender. All tenders will remain valid for a period of 90 days after the time and date of opening. This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Gamagara Local Municipality.

Technical enquiries relating to this tender should be addressed to Mr. Walter Jood at tel. +27 53 723 6000 and E-mail: joodt@gamagara.gov.za

Mr. Lebogang Seetile
Municipal Manager.



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is Gamagara Local Municipality.
1.2	The tender documents issued by the Employer comprise two volumes. Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document. The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract. The General Conditions of Contract are not bound into this document, will form part of Volume 1 and are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 Tel: 011 805 5947 or www.saice.org.za or email: civilinfo@saice.org.za The SANS Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction. Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of Volume 1. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001 Volume 2: Book of Drawings contains the drawings listed in the Drawing Register bound in the front of Volume 2.



Clause	Addition or Variation to Standard Conditions of Tender
1.3.2	Replace the sub-clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Engineer): Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: (057) 352 7992 Email: johan@ttconsult.co.za
2.1	Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6CE class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the construction works "Civil Engineering" class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
2.2	Add the following to the sub-clause: Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
2.7	Compulsory Tender briefing or clarification meeting will be held for this bid.
2.10	Add the following sub-clause 2.10.5:



Clause	Addition or Variation to Standard Conditions of Tender
	A digital copy of the Bill of Quantities will be available to download from the Employer's web page.
2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.12.2	Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings. Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete Schedule of Quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in black ink. The electronically issued Bill of Quantities (Excel format) must be completed with the tender rates and submitted in the same format, along with the bid. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.13.3	Tenderers are required to submit along with their Bids a scanned copy of their <u>completed</u> Bid document in electronic format, either on CD disk or flash drive/memory stick.



Clause	Addition or Variation to Standard Conditions of Tender
	CD disk / flash drive / memory stick must be clearly marked with the bidder's name.
2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Tender box location : Gamagara Local Municipality Physical address : Cnr Frikkie Meyer & Hendrik Van Eck Roads, Civic Centre, Kathu Identification details : BID No GM2023/68 : Upgrading of a Section of Sewer reticulation in Mapoteng. The name and address of the tender shall be entered on the back of the envelope.
2.13.6	A two-envelope procedure will not be followed.
2.13.10	Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Schedule of Quantities The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.



Clause	Addition or Variation to Standard Conditions of Tender
	Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive. Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
2.15.1	The closing time and location for the submission of tender offers are: Time : 10:00 at 31 July 2023 Location : Tender Box in the foyer of Gamagara Local Municipality, Cnr Frikkie Meyer & Hendrik Van Eck Roads, Civic Centre, Kathu.
2.16.1	The tender offer validity period is 90 days.
2.16.2	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.5	Add the following new clause: Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.



Clause	Addition or Variation to Standard Conditions of Tender
2.18.1	Add the following to the clause: Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	The following certificates / information are to be provided with the tender offer: - Declaration of Interest, MBD 4 - The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with this bid documentation, should the bidder wish to claim preference points for the specific bid. Act 53 of 2013 published in Government Gazette No. 36928 dated 11 October 2013 (In case of a Joint Venture, or Consortium a consolidated B-BBEE certificate will be required) - MBD 6.1 reference points claim form in terms of the preferential procurement regulations 2022 - Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, - Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, - Copy of Certificate of Incorporation (if tenderer is a Company), - Certified copy of Founding Statement (if tenderer is a Closed Corporation), - Certified copy of Identity Document (if tenderer is a One-man concern), - Signed Joint Venture Agreement (if tenderer is a Joint Venture), - Curriculum Vitae of all supervisory staff. - CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above, - Central Supplier Database report (not older than 3 months)



Clause	Addition or Variation to Standard Conditions of Tender
m)	Declaration of Bidder's Past Supply Chain Management Practices, MBD 8
n)	Certificate of Independent Bid Determination, MBD 9



Clause	Addition or Variation to Standard Conditions of Tender
--------	--

- | | |
|----|---|
| o) | Authority of Signatory |
| p) | Municipal account of the bidding entity and all its directors |



Clause	Addition or Variation to Standard Conditions of Tender
3.1	Replace the contents of the clause with the following: Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.
3.4	Tenders will be opened in public immediately after the closing time for tenders, at the same venue.
3.5	A two-envelope procedure will not be followed.
3.8.1	Add the following to the clause: Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive. Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.
3.9	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: - If a Schedule of Quantities (or bill of quantities) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall 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 corrected total of the prices shall govern. - Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11.1	Add the following new clause:



Clause	Addition or Variation to Standard Conditions of Tender
	Scoring preference Up to $(100-W_1)$ tender evaluation points (W_p) will be awarded to tenderers who complete the preferencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed. Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W_1 is: 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000,00 (50 Million); or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000,00 (50 Million).
3.11.7	The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.12	Replace the contents of the clause with the following: If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.16.2	Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer's Agent.
3.17	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

STANDARD CONDITIONS OF TENDER

As published in Annexure C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 Government Gazette No 42622 of 08 August 2019.

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

RETURNABLE DOCUMENTS

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END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) Declaration of Interest, MBD 4
 - b) The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with this bid documentation, should the bidder wish to claim preference points for the specific bid. Act 53 of 2013 published in Government Gazette No. 36928 dated 11 October 2013 (In case of a Joint Venture, or Consortium a consolidated B-BBEE certificate will be required). MBD 6.1
 - c) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
 - d) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
 - e) Copy of Certificate of Incorporation (if tenderer is a Company),
 - f) Certified copy of Founding Statement (if tenderer is a Closed Corporation),
 - g) Certified copy of Identity Document (if tenderer is a One-man concern),
 - h) Signed Joint Venture Agreement (if tenderer is a Joint Venture),
 - i) Curriculum Vitae of all supervisory staff.
 - j) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above,
 - k) Central Supplier Database report (Certified and not older than 3 months)
 - l) Declaration of Bidder's Past Supply Chain Management Practices, MBD 8
 - m) Certificate of Independent Bid Determination, MBD 9
 - n) Authority of Signatory
 - o) Municipal account of the bidding entity and all its directors
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

RETURNABLE SCHEDULES

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FORM T2.2.1 - ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.2 – DECLARATION OF INTEREST

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

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

3.2. Identity Number:

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

.....

3.4. Company Registration Number:

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:

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

3.8. Are you presently in the service of the state?

YES / NO

3.8.1. If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.



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

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

3.9.1. If yes, furnish particulars.

Section 3.9.1: 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 an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal 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



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

3.10.1. If yes, furnish particulars.

.....
.....

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

3.11.1. If yes, furnish particulars

.....
.....

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

3.12.1. If yes, furnish particulars.

.....
.....



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

YES / NO

3.13.1. If yes, furnish particulars.

Section 3.13.1: 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 an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

* Insert separate page if necessary

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

YES / NO

3.14.1. If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of works done on **sewer** projects that were successfully executed by the bidder in the last 10 years.
Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Consulting Firm (Name, tel. no & email)	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
Contact Name Telephone No.			
Contact Name Telephone No.			
Contact Name Telephone No.			
Contact Name Telephone No.			

Note : Only the projects listed in the Table above will be evaluated for experience points in the Functionality stage.



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.4 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST TEN YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Construction Manager/Site Agent _____							
Foreman _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

--	--

SIGNED ON BEHALF OF TENDERER

DATE:





FORM T2.2.5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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). ² 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 (MBD9) must be completed and submitted with the bid:

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

² 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.



MBD 9

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 consortium³ will not be construed as collusive bidding.



MBD 9

- 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.

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



MBD 9

- 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



FORM T2.2.6 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? If yes, provide a copy. **YES / NO**
How is this policy communicated to all employees?

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training project in place? If yes, provide a copy. **YES / NO**



--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.7 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Name of Lead Firm _____

A signed original certified copy of the joint venture agreement showing clearly the percentage contribution of each partner to the joint venture shall be appended to this schedule.

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.8 - B-BBEE LEVEL

The score for preferences will be calculated using the B-BBEE status level of the contributor for each responsive tender under consideration.

The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation should the bidder wish to claim preference points for the specific bid.

The full conversion of B-BBEE level to PPPFA points are as follows:

B-BBEE Level	PPPFA – Government tender points allocation 90/10	PPPFA – Government tender points allocation 80/20
Level 1 Contributor	5	10
Level 2 Contributor	9	18
Level 3 Contributor	6	14
Level 4 Contributor	5	12
Level 5 Contributor	4	8
Level 6 Contributor	3	6
Level 7 Contributor	2	4
Level 8 Contributor	1	2
Non-Compliant Contributor	0	0

NB: THE TENDERER SHALL ATTACH B-BBEE CERTIFICATE

In case of a joint venture, or consortium **a consolidated B-BBEE certificate** will be required

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.9 - CONTRACTOR'S BANKING DETAILS CONTRACTOR'S

BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code :

& PARTNER

Name of Bank:

Account Name:

Account Number:

Branch Code :

--	--

SIGNATURE OF TENDERER

DATE:

--	--

SIGNATURE OF TENDERER

DATE:



MBD 8

FORM T2.2.10 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? Attach proof not older than three months.	Yes ☐	No ☐
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER



***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration (FormT2.2.10) in terms of the Municipal Finance Management Act and attach it to this schedule.**



FORM T2.2.11 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, GAMAGARA LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

GAMAGARA LOCAL MUNICIPALITY : PROJECT - UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors / Shareholder / Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach Certified copy(ies) of ID document(s)

I, _____, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

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

NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.



**FORM T2.2.12 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING
AMOUNTS OWED TO COUNCIL**

TO:	THE MUNICIPAL MANAGER, GAMAGARA LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

“The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorise the Gamagara Local Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from Gamagara Local Municipality or any Local Municipality within the District.

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

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER **DATE:**

in the presence of the subscribing

witnesses. AS WITNESSES:

--	--

SIGNATURE WITNESS 1 **NAME IN BLOCK LETTERS**

--	--

SIGNATURE WITNESS 2 **NAME IN BLOCK LETTERS**



FORM T2.2.13 - QUALITY CRITERIA AND POINTS CLAIMED

1. Points for Quality Threshold

Description			Section no.	No of Points	
				Maximum	Claimed
Specific Rural Roads expertise	Company Capacity and capability	Experience of Tenderer	T2.2.3	30	
		Bank Rating	T2.2.3	20	
		Experience of Key Personnel	T2.2.9	25	
	Project Team	Plant & Equipment	T2.2.5	25	
	Total (Specific project applicable expertise)			100	

Note:

The minimum number of evaluation points for quality for a tender to be considered responsive is 70 points.

Explanation of Points for Quality Threshold:

QUALITY ASSESSMENT CRITERIA

1 Experience in sewer Projects (30 Points)

Previous sewer projects (Appointment letters and Completion certificates from Employers should be attached to claim points)

Tenderer has successfully completed 5 sewer reticulations and/or outfall sewer lines projects with Construction Value greater than R 10 million of which at least 1 is greater than R 15 million supported by an acceptable reference report (30 Points)

Tenderer has successfully completed 3 sewer reticulations and/or outfall sewer lines projects with Construction Value greater than R 5 million of which at least 1 is greater than R 10 million supported by an acceptable reference report (20 Points)

Tenderer has successfully completed 2 sewer reticulations and/or outfall sewer lines projects with Construction Value greater than R 3 million of which at least 1 is greater than R 5 million supported by an acceptable reference report (10 Points)

Tenderer has successfully completed 1 sewer reticulation and/or outfall sewer line project with Construction Value greater than R 3 million supported by an acceptable reference report (5 Points)

Tenderer has submitted no and or inadequate information to determine scoring level. (0 Points)

2 Bank Rating (20 points)

The Tenderer shall complete T2.2.9 in full and attach a Bank Classification (rating) to T2.2.13 from the bank as per criteria below. The bank rating should be for this tender specific, on an original bank letterhead with bank stamp based on the tender amount or any amount within the 6CE CIDB classification. (R 10m to R 20m)

I. "E" or lower rating	High risk – not to be recommended	0 points
II. "D" rating	Reasonable business risk	5 points
III. "C" rating	Good for the amount, strictly in accordance with business	10 points
IV. "B" rating	Good for the amount mentioned	15 points



V. "A" rating Indisputable for enquiries

20
points

- 3 Experience of Proposed Construction Site Supervisor & Safety Office (25 points)
(CV's and supporting documentation of the proposed site staff and Safety Officer must be attached with the following information available)

Full Name:

Date of Birth:

Years with Current Firm:

Years' Experience:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialised education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employer references, where appropriate.]

NB: Please note, upon successful appointment the Contractor shall ensure that the Project Manager, Construction Manager and Health & Safety Officer employed on the project is the same or similar in terms of points scored than the individual which CV was submitted at tender stage.

Scoring - (Maximum 25 points)

* Contracts Manager

Minimum Requirements

- Tertiary education (NQF 6 or Higher) in Civil Engineering, Construction management, Quantity Surveying or Build Environment Construction Management accredited qualification
- 2 years of project related project management experience and /or
- Completed at least 1 similar project in the capacity as the Project Manager

1. Accredited Tertiary qualification with at least 2 years project specific experience and completed at least 1 similar project in this capacity (3.5 Points)
2. Accredited Tertiary qualification with 3 to 7 years project specific experience or completed at least 2 similar projects in this capacity (6 Points)
3. Accredited Tertiary qualification with more than 7 years project specific experience and completed at least 5 similar projects in this capacity (11 Points)

* Construction Manager/Site Agent

Minimum Requirements

- Tertiary education (NQF 6 or Higher) in Civil Engineering, Construction management, Quantity Surveying or Build Environment Construction Management accredited qualification
- 2 years of project related construction management experience and
- Completed at least 1 similar project in the capacity as the Construction Manager

1. Accredited Tertiary qualification with at least 2 years project specific experience and completed at least 1 similar project in this capacity (3.5 Points)
2. Accredited Tertiary qualification with 3 to 7 years project specific experience and completed at least 2 similar projects in this capacity (6 Points)
3. Accredited Tertiary qualification with more than 7 years project specific experience and completed at least 5 similar projects in this capacity (11 Points)

* Construction Health & Safety Officer



Part T2: Returnable Documents

Section T2.2.14: Quality Criteria & Points Claimed

Minimum Requirements

- Occupational / Construction Health and Safety qualification or
- Construction management qualification with additional Construction Health and Safety training or
- Qualification with small components of OHS with additional training or



-
- Extensive work experience (7 years or more) in the field of OHS in terms of Section 19(4) of the Project and Construction Management Professions Act.
 - At least 2 years of Construction Health and Safety experience and / or
 - Completed at least 1 similar project in the capacity as the CHSO
 - Registered as a CHSO SACPCM

Accredited Tertiary qualification with 7 years or more experience in the field of construction Health & Safety Section 19(4) and registered as CHSO SACPCMP. (3 Points)

- 4 Plant and Equipment (25 points). Proof of ownership (valid eNaTis) or commitment letter with ownership registration (valid eNaTis) from the supplier of plant to be provided to claim maximum points)

TLB (Owned / hired = 4 Points)

Excavator (Owned /hired = 6 Points)

Tipper (6m³) (Owned /hired = 4 Points)

Roller (Walk behind) (Owned /hired = 4 Points)

Pump for Pressure testing (Owned /hired = 4 Points)

Water Tanker (Owned /hired = 3 Points)

Signature of Tenderer : _____ Date : _____

END OF SECTI



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
PART C1.1	FORMS OF OFFER AND ACCEPTANCE	C1.1.1
PART C1.2	CONTRACT DATA.....	C1.2.1
	Annexure A: Form of Guarantee	C1.2.16

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

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:

Gamagara Local Municipality: UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG.

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

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

The offered total of the Prices inclusive of Value Added Tax is

RANDS

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

Signature(s) _____

Name(s) _____



Capacity _____

for the tenderer _____
(Name and address of organisation)

Name & signature _____
of witness _____ Date _____



ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



Signature(s) _____

Name(s) _____

Capacity _____

for the Employer _____
(Name and address of organisation)

Name & signature _____

of witness _____ Date _____



SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the employer before to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.



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

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT SPECIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.



Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.2	Add the following: "Schedule of Quantities" means the document so designated in the Pricing Data and forming part of the written instruction by the Employer's Agent to the Contractor to execute the specified portion of works.
1.1.1.5	Add the following to the clause: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with a portion of the Works.
1.1.1.7	Add onto the word "parties" in the last sentence: "..... and shall include any written instruction by the Employer's Agent to the Contractor to execute any specified portion of the works."
1.1.1.9	"Contract Price" means the total estimated value of different portions of the works executed by the Contractor on instruction and approval by the Employer's Agent.
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of a specified portion of work shall be as per works instruction. The time for completion of all works under this project shall be 6 months. The Employer also reserves the right to reallocate works to another Contractor, should the Contractor not perform adequately.
1.1.1.15	The Employer is Gamagara Local Municipality.
1.1.1.16	For this specific contract only, the word "Employer's Agent" means any Registered Professional appointed, generally or specifically by Gamagara Local Municipality to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.



Clause	Contract Data
1.1.1.25	"Pricing Data" means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his price.
1.1.1.26	The pricing strategy is Re-measurement Contract for each portion of works and/or instruction.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: - Gamagara Local Municipality Cnr Frikkie Meyer & Hendrik Van Eck Roads, KATHU 8446
1.3.6	Replace this clause with: The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.1.1	Add the following words into to the sentence.... <i>"shall be a registered professional in a built environment profession with a minimum of 10 years' experience that is appropriate to"</i>
3.2.3	The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of



Clause	Contract Data
	Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Add the following to the clause: The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3.3	Add the following new clause: The Ministerial Determination, Special Public Works Projects, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.3.4	Add the following new clause: The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).



Clause	Contract Data
	Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
4.3.5	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
4.3.6	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.7	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.4.4	Add the following to the clause: 30 % of the construction amount should be spend locally within the Gamagara LM project area. The cost of local labour, local sub-contractors and local suppliers will form part of the 30%.



Clause	Contract Data
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required before commencement with Works Execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial construction programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.
5.6.1	Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.
5.12.5	Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:



$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

V = Extension of time in calendar days for the calendar month under consideration

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded

R_w = Actual total rainfall in mm recorded during the calendar month under consideration

N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter

R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

The rainfall records applicable to this Contract are those recorded at Weather Station Kathu. The following values of N_n and R_n shall apply:



Clause

Contract Data

Month	R _n (mm)	N _n (days)
January	83	7.6
February	83	8.8
March	81	9
April	50	6
May	20	2.7
June	7	1.7
July	3	1.2
August	8	1.4
September	6	1.2
October	27	4
November	43	6.4
December	46	6.4
Total	457	56

5.13.1 The penalty for failing to complete the Works is R5 000/day per phase of works and/or Employer's Agent's instruction.

5.13.3 Add the following new Clause.

The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.

5.13.4 Add the following new Clause:

If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:

- fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or
- utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or
- utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;



Clause	Contract Data
	then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 15% of the value of Works specified. The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	Add the following to the clause: 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.
6.2.1	Add the following to this Clause: The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of purchase must accompany the claim
6.10.3	The percentage retention is 10% of a payment claim of the total construction value per Works Instruction.
6.11.1.3	Delete this clause in total.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
9.2.1.3.5	Add the following to this Clause:



Clause	Contract Data
	... or is find to deliver poor performance in the execution of the scope of work or any part thereof,
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).



CONTRACT PRICE ADJUSTMENT SCHEDULE

Clause	Contract Data
1.	The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below; X=0,15 a=0,15 b=0,20 c=0,55 d=0,10
2.	Replace the definitions of the relevant indices with the following: “L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area of North West as published in the Consumer Price Index Statistical Release PO 141.1 (Table 7.1 – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa. “P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa. “M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release PO 142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa. “F” is the “Fuel Index” and shall be the “Diesel oil – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 – Production Price Index for selected materials) of Statistics South Africa.



Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	The name of the Contractor is:						
1.2.1.2	The address of the Contractor is:						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of Security</th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit</td> <td></td> </tr> <tr> <td>Performance guarantee</td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit		Performance guarantee	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit							
Performance guarantee							

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

(To be supplied on the
official letterhead
of "The Bank/Company")

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

..... Physical address:

... ..

..... "Employer" means: Gamagara Local Municipality

"Contractor" means:

"Employer's Agent" means:

"Works" means: PROJECT: UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG.

"Site" means: As per site layout drawing included in Volume 2 of the Tender document.

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

"Contract Sum" means: The Contract Amount in terms of the Form of Offer and Acceptance.



Part C1: Agreement and Contract Data

Section C1.2: Contract Data

Annexure A: Form of Guarantee

Amount in words:

Contract Sum written out in words.

"Guaranteed Sum" means: The maximum aggregate amount of 10% of the Contract Amount at the time that the agreement comes into effect



Amount in words: Guaranteed Sum written out in words.

"Expiry Date" means: 14 Days after receipt of Certificate of Completion.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.



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



14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this _____ day of _____ 20____

at _____(place)

Guarantor's Signatory

1. _____
Signature Name

Capacity

2. _____
Signature Name

Capacity

As Witnesses:

1. _____
Signature Name

2. _____
Signature Name

END OF SECTION





Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG PRICING DATA

INDEX		
Section	Description	Page No
PART C2.1	PRICING INSTRUCITONS	
1.	General	C2.1.1
2.	Pay Items	C2.1.1
3.	Quantities.....	C2.1.2
4.	Rates.....	C2.1.3
5.	Payments	C2.1.5
PART C2.2	SCHEDULE OF QUANTITIES	C2.2.1

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Schedule of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	: The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	: The number of units for each item.
Rate	: The payment per unit of work at which the tenderer tenders to do the work.
Amount	: The product of the quantity and the rate tendered for an item.
Lump sum : (L.Sum)	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Schedule of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for State Road Authorities.

The Schedule of Quantities has been drawn up in accordance with the South African Standard System for measuring building work. (6th edition – revised February 1999). The items in the Schedule are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specification and directives on the drawings, that set out



what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letters PS refer to items of payment described in Part B amendments to the standard specification.

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Pa	=	kilopascal	wt	=	wall thickness
w/day	=	workday	dia	=	diameter
BH	=	borehole	R/only	=	rate only

3. QUANTITIES

- 3.1 The quantities given in the Schedule of Quantities are for the evaluation of the tender only (Rates only contract for three years) and is not an indication of the actual quantities that may be required for the contract. Quantities will be measure during the execution of the work. The quantities finally accepted and certified for payment and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.
- 3.2 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Standard Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.



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

4. RATES

- 4.1 The prices and rates to be inserted in the Schedule of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution 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 tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 4.2 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 or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required. "Rate Only" items have been included where:

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

- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

- 4.6 All rates and sums of money quoted in the Schedule of Quantities shall be in whole Rands only. Cent shall be discarded.

- 4.7 All prices and rates entered in the Schedule of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Schedule of Quantities.



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- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Reasonable compensation will be established where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.
- 4.10 Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly with a single line. The correct figures must be entered above or adjacent to the crossed-out entry, and the alteration must be initialled by the Tenderer.
- 4.11 Arithmetical errors found in the Schedule of Quantities shall be dealt with as set out in the Tender Data.
- 4.12 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities, and separate additional payments will not be made.
- 4.13 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for Section 1300: Contractors Establishment on Site and General Obligations (Fixed-, value- and time-related obligations) charges exceeds a maximum of 15% of the Tender Sum (excluding contingencies, escalation and VAT).
 - (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.
- 4.14 Any such unbalanced tender may be rejected if, after seven (7) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender sum unchanged.



1 PAYMENTS

- 5.1 Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out, relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

The nett measurements or mass of the finished work in place shall be taken for payment, and any quantity of work in excess of that prescribed shall be excluded.

END OF SECTION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.1	SABS 1200A	SCHEDULE 1 : GENERAL				
1.1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1.1	8.3.1	Contractual Requirements				
		Contractual requirements including all sureties and insurance	Sum	1.00		
1.1.2	8.3.2PSA 16.1	First Establishment of Facilities on the Site at the Depot or Contractor's Main Camp for the Contract :				
	8.3.2.1	a) Facilities for Engineer (SABS 1200 AB)				
		i) Nameboard (Two required) (PSAB1)	No.	2.00		
		ii) Furnished Office (PSAB2)	Sum	1.00		
		iii) Cellular telephone and combination fax telephone (One each required) (PSAB3)	Sum	1.00		
		iv) Survey Equipment (PSAB6)	Sum	1.00		
		v) Carport (PSAB7)	Sum	1.00		
		vi) Personal Computer and printer (PSAB4)	Sum	1.00		
		vii) Digital Camera (PSAB8)	Sum	1.00		
		viii) Survey Assistants (PSAB5)	Sum	1.00		
	8.3.2.2	b) Facilities for Contractor				
		i) Offices and storage sheds	Sum	1.00		
		ii) Workshops	Sum	1.00		
		iii) Living accommodation	Sum	1.00		
		iv) Ablution and latrine facilities	Sum	1.00		
		v) Tools and equipment	Sum	1.00		
		vi) Water, Electric power and Communications	Sum	1.00		
		vii) Dealing with water	Sum	1.00		
		viii) Access	Sum	1.00		
		ix) Plant	Sum	1.00		
1.1.3	8.3.3	Other fixed charge obligations				
		All other fixed charge and obligations	Sum	1.00		
Total Carried Forward						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
1.1.4	8.3.4 PSA16.2	Removal of contractor's site establishment on completion of contract or interim de-establishment (only on written instruction)	Sum	1.00		
	8.3.4PSA16.4	Additional establishment cost to the contractor when re-establishing (Only on written instruction)	Sum	1.00		
1.2	8.4 PSA 16.5	TIME-RELATED ITEMS (For Programme)				
1.2.1	8.4.1	Contractual Requirements	month	6.00		
1.2.2	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Engineer for the duration of Construction (SABS 1200AB)				
		i) Nameboards (PSAB1)	month	6.00		
		ii) Furnished Office (PSAB2)	month	6.00		
		iii) Telephone (PSAB3)	month	6.00		
		iv) Survey Equipment (PSAB6)	month	6.00		
		v) Carport (PSAB7)	month	6.00		
		vi) Personal Computer (PSAB4)	month	6.00		
		vii) Digital Camera (PSAB8)	month	6.00		
		viii) Survey Assistants (PSAB5)	month	6.00		
	8.4.2.2PS7	b) Facilities for Contractor for duration of construction, except where otherwise stated				
		i) Offices and storage sheds	month	6.00		
		ii) Workshops	month	6.00		
		iii) Living accommodation	month	6.00		
		iv) Ablution and latrine facilities	month	6.00		
		v) Tools and equipment	month	6.00		
		vi) Water supplies, electric power and communications	month	6.00		
		vii) Dealing with water	month	6.00		
		viii) Access	month	6.00		
		ix) Plant	month	6.00		
1.2.3	8.4.3	Supervision for duration of construction	month	6.00		
<i>Total Carried Forward</i>						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
1.2.4	8.4.4	Company and head office overhead costs for the duration of the contract	month	6.00		
1.2.5	8.4.5	Other time related obligations. All other time related obligations, including custody of drawings and programme to be furnished.	month	6.00		
<i>Total Carried Forward To Summary</i>						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.		SCHEDULE 2 : SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3	PSA11	SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3.1	PSA11.3	Materials for Dayworks	P.Sum	1.00	50 000.00	50 000
2.3.2		Overheads, charges and profit on Item 2.3.1	%	50 000.00		
2.3.3	PSA11.4	Royalties for Borrow Materials	P.Sum	1.00	100 000.00	100 000
2.3.4		Overheads, charges and profit on Item 2.3.3	%	100 000.00		
2.4	PSA12	PRIME COST ITEMS				
2.4.1	PSA12.3	Artisan and Skills Training	P.Sum	1.00	50 000.00	50 000
2.4.2		Overheads, Charges and Profit on Item 2.4.1	%	50 000.00		
2.4.3	PSA12.1	Acceptance Control Testing of Earthworks	P.Sum	1.00	25 000.00	25 000
2.4.4		Overheads, Charges and Profit on Item 2.4.3	%	25 000.00		
2.4.5	PSA12.4	Telephone calls and Rental for the Engineers Representative	P.Sum	1.00	9 000.00	9 000
2.4.6		Overheads, Charges and Profit on Item 2.4.5	%	9 000.00		
2.4.7	PSA12.5	Specialist Contractors	P.Sum	1.00	750 000.00	750 000
2.4.8		Overheads, Charges and Profit on Item 2.4.7	%	750 000.00		
2.4.9	PSA12.6	Payments made to Labour Desk Officers	P.Sum	1.00	59 500.00	59 500
2.4.10		Overheads, Charges and Profit on Item 2.4.9	%	59 500.00		
2.4.11	PSA12.10	Training Programme for Local Sub-Contractors	P.Sum	1.00	250 000.00	250 000
2.4.12		Overheads, Charges and Profit on Item 2.4.11	%	250 000.00		
2.5	SECTION 2(1)	NOMINATED SUB-CONTRACTOR	P.Sum	1.00	1 600 000.00	1 600 000
2.5.1		Overhead, markup, charges and profit on Item 2.5	%	1 600 000.00		
Total Carried Forward To Summary						2 893 500

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3.		SCHEDULE 3 : SEWER RETICULATION				
3.1	SANS1200 DB	EARTHWORKS (PIPE TRENCHES)				
	8.3.2(a)	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for pipes: 160mm dia. for total trench depth Exceeding but not exceeding				
3.1.1		0,0m 1,5m	m	95		
3.1.2		1,5m 2,0m	m	1 440		
3.1.3		2,0m 2,5m	m	640		
3.1.4		2,5m 3,0m	m	195		
3.1.5		3,0m 3,5m	m	10		
	8.3.2(b)	Extra over above for:				
3.1.6		i) Intermediate excavation	m ³	475		
3.1.7		ii) Hard rock excavation	m ³	360		
	8.3.4(b)	Temporary works: Control flow of sewage in the progress of the works where directed:				
3.1.8		i) Provide 20l/s pump for duration of the Contract	Sum	1		
3.1.9		ii) Operate and maintain (24 hrs/day)	day	40		
3.1.10		iii) Remove pump from site	Sum	1		
		Existing services that intersect or adjoin a pipe trench:				
3.1.11		i) Services that intersect a trench	No.	250		
3.1.12		ii) Services that adjoin a trench	m	2 390		
3.2	SANS1200 LB	PIPE BEDDING AND SELECTED FILL				
	8.2.1(a)	Provision of selected granular fill for bedding cradle Class C, obtained from:				
3.2.1	8.3.5(b)	a) Trench excavation	m ³	180		
3.2.2		b) Borrow pits	m ³	30		
3.2.3	8.3.3.1(c)	by importation from commercial or off-site sources selected by the Contractor	m ³	30		
Total Carried Forward						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
3.2.4	8.2.1(b)	Provisional of Selected fill material for blanket obtained from:				
		a) Trench excavation	m ³	570		
3.2.5		b) Borrow pits, including all haulage	m ³	90		
3.2.6	8.2.5	Overhaul of material for items 3.2.2 and 3.2.5	m ³ km	750		
3.2.7	8.2.3	Concrete bedding class 10/19	m ³	10		
3.2.8	8.3.3.1(c)	by importation from commercial or off-site sources selected by the Contractor	m ³	90		
3.2.9	8.3.3.2	Open up and close down borrow pit	Sum	1		
3.3	SANS1200 LD	SEWER PIPES				
		a) Supply, lay, bed and joint the following in PVC sewer pipes				
3.3.1		i) 1600mm diameter	m	2 400		
3.4	8.2.3	MANHOLES				
3.4.1		Construct manholes complete, including manhole covers in the following sizes and depth classes as per Dwg. No 2023-04/S/D002:				
		i) 1200mm diameter, <2,5m deep	No.	40		
		ii) 1200mm diameter, >2,5m deep up to 4,5m deep	No.	7		
3.4.2		Extra-over item 5.4.1 for Type 2A cover and frame in road areas	No.	8		
3.5		ERF CONNECTIONS				
	8.2.6	Erf Connections Direct as per Dwg. No. 2023-04/S/D/003				
3.5.1		100 mm, 8-11 m long, to sewers up to 225 mm	No.	56		
3.5.2		100 mm, 12-15 m long, to sewers up to 225 mm	No.	14		
		Sloping drop as per Dwg. No. 2023-04/S/D/003, max. slope 1:20				
3.5.3		100 mm, 3-5 m long, to sewers up to 225 mm	No.	129		
3.6		SUNDRIES				
3.6.1	8.2.9	Marker posts, complete, installed	No.	199		
<i>Total Carried Forward</i>						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
3.6.2		Break into existing manholes or chambers, connect new pipelines as indicated, and make good i) Depth 2m to 3m, new pipeline diameter 160mm	No.	2		
<i>Total Carried Forward To Summary</i>						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4.1	PHS	SCHEDULE 4 : HEALTH AND SAFETY				
4.1.1		NOTIFICATION OF CONTRUCTION WORK				
		Allow for the cost of notification of construction work by the Principal Contractor.	Sum	1.0		
4.2		HEALTH AND SAFETY PLAN				
4.2.1		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for the Principal Contractor. (To be approved by Agent before commencement of work.)	No.	1.0		
4.2.2		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for each sub-contractor appointed by the Principal Contractor.	No.	1.0		
4.2.3		Overheads, charges and profit on Item 4.2.2 (Note: Transfer 4.2.2 Amount to 4.2.3 Qty.)	%	0.00	10.00	0
4.3		HEALTH AND SAFETY MAIN FILE				
4.3.1		Allow for the cost to compile a health and safety file to include all the required supporting documentation as follows: (NOT TO BE REMOVED FROM SITE)				
		(All files shall be lever arch files with original colour document of acceptable standards including dividers. Emergency numbers to be displayed on the back of the file. The file will be expanded during the project as and when required by the client.)				
		Copy of H&S Act				
		Proof of registration with COID Insurer				
		Notification of construction work				
		Mandatory agreement				
		H&S Specification provided by client				
		Copy of tender document, drawings etc				
		Company Safety Policy to be signed by CEO				
		Company organogramme with respect to H&S on specific sites.				
		Letters of appointment for specific site				
		List of sub-contractors				
		Evacuation plan				
Total Carried Forward						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
4.3.2		Risk assessments and method statements	Sum	1.0		
		Safe work procedures and material safety data sheets				
		Fall protection plan				
4.3.3		Incident recordings	No.	1.0		
		Medical records				
		Minutes of H&S meetings				
4.3.3		Allow for the cost of compiling a Health and Safety file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor. (NOT TO BE REMOVED FROM SITE)	%	0.00	10.00	0
4.4		HEALTH AND SAFETY REGISTER FILE				
4.4.1		Allow for the cost to compile a health and safety Register file to include all the required Registers.	Sum	1.0		
4.4.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	1.0		
4.4.3		Overheads, charges and profit on Item 4.4.2 (Note: Transfer 4.4.2 Amount to 4.4.3 Qty.)	%	0.00	10.00	0
4.5		HEALTH AND SAFETY TRAINING FILE				
4.5.1		Allow for the cost to compile a health and safety Register file to include all the required Training material.	Sum	1.0		
4.5.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	1.0		
4.5.3		Overheads, charges and profit on Item 4.5.2 (Note: Transfer 4.5.2 Amount to 4.5.3 Qty.)	%	0.00	10.00	0
4.6		SERVICE PROVIDER APPOINTMENTS				
4.6.1		Allow for the appointment of a H&S trainer to train the SHE representative.	Sum	1.0		
4.7		SHE REPRESENTATIVE				
<i>Total Carried Forward</i>						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
4.7.1		Allow for the cost of a SHE representative to be permanently on site (for Principal Contractor).	month	6.0		
4.8		FIRST AID EQUIPMENT				
4.8.1		First aid box	No.	1.0		
4.8.2		First aid boxes for sub-contractor	No.	1.0		
4.8.3		Stretcher	No.	1.0		
4.9		FIRE FIGHTING EQUIPMENT				
		Allow for the cost of:				
4.9.1		Fire extinguishers	No.	2.0		
4.9.2		Fire extinguishers of sub-contractors	No.	1.0		
4.9.3		Fire extinguishers test certificates	No.	3.0		
4.10		PERSONNEL PROTECTIVE CLOTHING				
		Allow for the cost of:				
4.10.1		Hardhats	No.	6.0		
4.10.2		Safety shoes	No.	10.0		
4.10.3		Dust masks	No.	2 500.0		
4.10.4		Safety goggles	No.	15.0		
4.10.5		Gum boots	No.	15.0		
4.10.6		Welding helmet	No.	1.0		
4.10.7		Gas Welding goggles	No.	1.0		
4.10.8		Leather aprons	No.	1.0		
4.10.9		Overalls	No.	25.0		
4.11		BARACADING				
		Allow for the cost of baracading of excavations as instructed by Agent				
4.11.1		Danger tape	m	500.0		
4.11.2		1.2m Dayglo Mesh	m	1 500.0		
4.12		CHEMICAL TOILETS				
		Allow for chemical toilets on site as required by the specification				
<i>Total Carried Forward</i>						0

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						0
4.12.1		For male workers	No.	1.0		
4.12.2		For female workers	No.	2.0		
4.13		EATING FACILITIES				
4.13.1		Allow for eating facilities in the form of a shaded net, table and chairs.	No.	1.0		
4.14		SIGNS				
		Allow for sign boards to be displayed on site as required				
4.14.1		No entry signs	No.	4.0		
4.14.2		First aid signs	No.	2.0		
4.14.3		Fire equipment signs	No.	3.0		
4.14.4		Warning signs (Construction area boards)	No.	5.0		
4.14.5		Traffic control boards	No.	4.0		
4.15		MEDICAL TESTS				
		Allow for medical tests for workers as required				
4.15.1		Medical fitness tests for operators on construction vehicles	No.	6.0		
4.15.2		Fitness tests for workers	No.	25.0		
<i>Total Carried Forward To Summary</i>						0



SUMMARY OF SCHEDULES

SCHEDULE No.	DESCRIPTION	AMOUNT R
1	GENERAL	
2	PROVISIONAL SUMS	
3	SEWER RETICULATION	
4	HEALTH AND SAFETY	
	SUB TOTAL 1	
	Add 6.5% ESCALATION	
	SUB TOTAL 2	
	Add 10% CONTINGENCIES	
	SUB TOTAL 3	
	Add 15% VAT	
	TOTAL	

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SCOPE OF WORKS

INDEX

Section	Description	Page No
Section C3.1	Description of the Works.....	C3.1.1
Section C3.1.1	Employer's Objectives	C3.1.1
Section C3.1.2	Overview of the Works.....	C3.1.1
Section C3.1.2	Extend of the Works	C3.1.2
Section C3.1.4	Location of the Works.....	C3.1.2
Section C3.2	Engineering	C3.2.1
Section C3.2.1	Employer's Design	C3.2.1
Section C3.2.2	Drawings	C3.2.1
Section C3.3	Procurement	C3.3
Section C3.3.1	Reconstruction and Development Project	C3.3.1
Section C3.4	Construction.....	C3.4.1
Section C3.4.1	Standard Specifications.....	C3.4.1.1
Section C3.4.2	Variations and Additions to Standard and Particular Specifications	C3.4.2.1
Section C3.5	Management.....	C3.5.1
Section C3.5.1	Management of the Works.....	C3.5.1
Section C3.5.2	Occupational Health and Safety Specification	C3.5.2 OHS.1

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SCOPE OF WORKS

SECTION C3.1: DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

Bids are invited for the upgrading of a portion of sewer reticulation and the execution of associated civil engineering works. Prospective tenderers must take note of the fact that the contract will be executed on the basis of a "Re-measurable Schedule of Quantities" contract.

C3.1.2 OVERVIEW OF THE WORKS

This contract comprises of construction of sewer reticulation identified by the Employer. Details of the Works are included in Clause C3.1.3 hereof. The works will be executed by means of "Mechanical" and "labour intensive" construction methods. "Mechanical" methods will only apply to sections / processes of the works where the use of labour is not possible or not safe and accordingly agreed to by the Employer.

C3.1.3 EXTEND OF THE WORKS

The work required to be done consists of, but is not limited to the following:

- Site establishment;
- Setting out of pipeline routes;
- Excavation of pipeline trenches to specified levels;
- Constructing PVC pipelines to specified slopes;
- Building of manholes;
- Connecting into existing manholes;
- Construction of house connections and
- Safe guarding of existing services and accommodation of traffic.



C3.1.4 LOCATION OF THE WORKS

Works under this project are to be executed in the Northern Cape Province, within the Gamagara Local Municipality's area of jurisdiction. The operation area for the project will be within Mapoteng community (Kahtu).

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SCOPE OF WORKS

SECTION C3.2: ENGINEERING

C3.2.1 EMPLOYERS DESIGN

The permanent works included in this contract has been designed by the Employer unless otherwise stated. The detail of the works is indicated by information provided by the Employer. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in Clause 2.12 of Section T1.3 of the Standard Conditions of Tender.

C3.2.2 DRAWINGS

Specification and detail drawings are bound in Volume 2 - Book of Drawings. A drawing list is included in Volume 2.

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

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued. The Drawings prepared by the Employer for the permanent Works are issued separately. The Employer reserves the right to issue amended and/or additional drawings during the Contract

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SCOPE OF WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG CONSTRUCTION

INDEX

Section	Description	Page No
	Standard Specifications	
Section C3.4.1	Standard Specifications	C3.4.1.1
Section C3.4.2	Project Specifications	C3.4.2.1

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SECTION C3.4: CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The applicable SANS 1200 Standardised Specification for this Contract shall be the following

A - General

- AB - Engineers office
- C - Site clearance
- DA - Earthworks (Small Works)
- DB - Earthworks (Pipe Trenches)
- GA - Concrete (small works)
- L - Medium pressure pipelines
- LB - Bedding (pipes).



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

CONSTRUCTION

INDEX

Section	Description	Page No
Section C3.4.2	Amendments to the Standard Specifications.....	C3.4.2.1
PSA	GENERAL	PSA 1
PSAB	ENGINEER'S OFFICE	PSAB 1
PSC	SITE CLEARANCE	PSC 1
PSDA	EARTHWORKS (SMALL WORKS).....	PSDA 1
PSDB	EARTHWORKS (PIPE TRENCHES).....	PSDB 1
PSGA	CONCRETE (SMALL WORKS).....	PSGA 1
PSLD	SEWERS.....	PSLD 1
PSLB	BEDDING (PIPES)	PSLB 1



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SECTION C3.4: CONSTRUCTION

C3.4.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this contract.

The various documents listed in C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 or C3.4.3 conflict with any requirement of Standardised Specifications or with any requirements of the Particular specifications, then the requirement of Sections C3.4.2 and C3.4.3 shall prevail.



PSA GENERAL

PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to layouts and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA2.1 DEFINITIONS

PSA2.1 Definitions

Add the following :

Task	a quantified activity or operation.
Daily task	- a task that is required to be completed within a working day.
Task remuneration	- remuneration as paid for a completed task or job.
Daily rate	- the remuneration of a day's work.
Daily wage	- See daily rate.
Daily task remuneration	- the remuneration for a completed daily task.
Labour-intensive construction	- the economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment. (Note: This definition is not Contract specific, but applies to the project as a whole. This Contract is a part of such a project.)

PSA3 MATERIALS

PSA3.1 Supply of Materials

The Contractor will be responsible to supply all the materials necessary for the proper execution of the works. He shall also be fully responsible for quality of materials used and/or installed.

PSA4 PLANT (Clause 4.3)



Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA5 CONSTRUCTION

PSA5.1 Setting Out of the Works

Where labour-intensive work is specified, the Contractor shall also be responsible for the setting out of daily tasks.

PSA6 TESTING (Clause 7)

- (a) All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Specifications.
- b) The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 39 of the Conditions of Contract, or for him to recommend determination to the Employer in terms of Clause 55 thereof.
- c) The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

PSA7 SITE CORRESPONDENCE

PSA7.1 Instructions by the Engineer

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA7.2 Site Diary

A site diary, which will be supplied by the Engineer, must be filled in on a daily basis and submitted to the Engineer on a monthly basis. No claims will be considered without the site diary's schedule properly completed (on a daily basis) and submitted. A site diary will be kept one per site.

PSA8 SITE MEETINGS



Refer to Section C3.5.1.9

PSA9 PAYMENT (Clause 8.2)

Refer to Section C3.5.1.10

PSA10 REPORTS

The submission of each monthly payment certificate shall be accompanied by a completed Progress Report.

This report is a pre-requisite for the approval of each monthly payment certificate and shall be completed in full to illustrate all work completed the preceding month, as well as work in progress at the time of submission of the report.

Each of these reports must be accompanied with the relevant, completed appurtenant Borehole Schedules (refer to the Annexures). Relevant day work reference must be attached to each Equipping Schedule.

Labour intensive activities must be reported separately.

PSA11 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA11.1 Contingencies

No provisional sum has been included in Schedule 1 for contingencies. No percentage mark-up will be applicable to any payments made using contingency money other than those included in prices for variations determined in terms of Clause 6.4 of the Conditions of Contract.

PSA11.2 Contract Price Adjustment

No provisional sum has been included in Schedule 1 for Contract Price Adjustment (CPA). No percentage mark-up will be applicable to any payments made using CPA money other than as determined by the CPA Formula applicable to the Contract.

PSA11.3 Materials for Dayworks

A Provisional Sum has been included in Schedule 1 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

PSA11.4 Royalties for Borrow Materials

A Provisional Sum has been included in Schedule 1 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 6.6 of the Conditions of Contract.



PSA12 PRIME COST ITEMS (Clause 8.6)

PSA12.1 Acceptance Control Testing of Earthworks

A Prime Cost Item has been included in Schedule 1 for acceptance control testing of earthworks ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the above-mentioned amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.2 Labour Desk Officers

A prime cost item has been included in Schedule 1 for the compensation of the Labour Desk Officer. Payments will be done to the Labour Desk Officer on instruction of the engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to Labour Desk Officers. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6 of the Conditions of Contract.

PSA12.3 Artisan and Skills Training

A Prime Cost Item has been included in Schedule 1 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.4 Telephone Calls and Rental

A Prime Cost Item has been included in Schedule 1 for telephone calls and facsimile transmissions as well as rental and maintenance associated with the telephone(s) to be supplied to the Engineer's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based on call and rental costs, but excluding any deposits and installation costs which shall be priced under the preliminary and general items. In addition to the above amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.5 Accommodation for Engineer's Representative



A Prime Cost Item has been included in Schedule 1 for accommodation to be supplied to the Engineer's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based rental costs and include any deposits and /or booking costs. In addition to the above amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.6 Management of approved emerging local sub-contractors

A prime cost has been included in Schedule 1 for management of approved emerging local sub-contractors, which will be executed during works. In addition to the above-mentioned amount provision is made in Schedule 1 for a mark-up on amounts paid to the approved emerging local sub-contractors. This mark-up shall be regarded as full compensation for overheads, charges, administration and profits as provided for in Clause 6.6 of the Conditions of Contract

PSA13 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA14 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

An approved extension of time will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 6.4 of the General Conditions of Contract.

PSA15 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO INTERRUPTION IN WORK SCHEDULE

Should the period of completion be automatically extended in terms of clause PS5.6 as a result of interruption in the contractors work schedule during execution of the contract, no adjustment to the total for time related preliminary and general items would be applicable. Time related preliminary and general items will be paid only if the Contractor has been established on site during a specific period. Therefore, if the Contractor was not established on site, time related P & G-items will not be paid.

If he was on site for only a limited period during a specific month, time related P&G items are to be paid in full for such a month.



PSAB ENGINEER'S OFFICE

PSAB1 NAME BOARDS (Clause 3.1)

Two name boards confirming to the standard requirements of the South African Association of Consulting Engineers and as shown on drawing G/D/001-002 must be provided and erected at points to be designated by the Engineer during the duration of the Contract for this purpose.

PSAB2 OFFICE BUILDING (Clause 3.2)

An office building shall be provided per appointed Contractor and maintained for the duration of the Contract. The following variations and additions to the requirements of SANS 1200AB shall apply

- a) The office shall have a floor area of at least 32 m².
The office to be divided into two equal sections with access between offices.
- b) The minimum glazed area shall be 6 m².
- c) The minimum window opening shall be 4.0 m².
- d) Ten (10) office chairs and three (3) desks of 1.5 m² are required in addition to those furnishings specified in SANS 1200AB.
- e) Rack for hanging contract drawings shall be provided.
- f) One 15 amp plug point is to be installed within each of the offices.
- g) A 0,75kW air conditioner with suitable power supply (reverse cycle/compressor type) is to be installed in each of the offices.

PSAB3 TELEPHONE (Clause 5.4)

Two cellular telephone of an approved type shall be provided for the exclusive use of the Engineer's Representative for the duration of the Contract.

The Contractor shall make all arrangements necessary for the provision of the cell phone, and shall pay all necessary deposits and installation costs that may be applicable. A prime cost item has been allowed in Schedule 1 to cover all call and rental costs that are associated with the provision of this facility for the Engineer's Representative.

PSAB5 SURVEY ASSISTANTS (Clause 5.5)

Two suitably educated and trained survey assistant shall be made available for the sole use of the Engineer's Representative(s) for the duration of the construction.

PSAB6 SURVEY EQUIPMENT

The survey equipment listed hereunder shall be made available for the exclusive use of the Engineer for the duration of the Contract. Equipment shall be insured and maintained for the full duration of the Contract.

- (a) Automatic surveyor's level complete with tripod and leather carry



case such as Zeiss N1-2 or equivalent	2 No
(b) 20-second tachometer with optical plum bob complete with tripod and leather carry case such as Sokkisha TM20C or equivalent.	2 No.
(c) Nylon-coated steel surveyor's tape 100m long and 10mm wide	2 No.
(d) 5m long steel tape	2 No.
(e) 5m long three-piece telescopic survey staves (metric double-face) complete with angle bracket level	2 No
(f) 2kg hammer with rubber handle	2 No.
(g) Steel pegs, 300mm long and 12mm dia	200 No.
(h) Measuring wheel	2 No
(i) Tripod holders for ranging rods (heavy duty)	4 No.
(j) Optical square (Sokkisha or Wild), complete with telescopic aluminium rod and bubble	2 No.
(k) 100m long 50 kg strength fish line	2 No.
(l) One meter long spirit level	2 No.
(m) DCP	2 No.
(n) 100m Dip meter (water level meter)	2 No.
(o) A Troxler nuclear system complete with accessories and store in a suitable transit case as supplied by the manufacturer. A detailed description of each unit and principles of operation should be given in the manual for the nuclear instrument. (Troxler Model 341B).	

PSAB7 CARPORTS

The Contractor shall provide four carports of at least 30 m² each, two at each Engineers Office, which is so constructed as to provide shelter for the vehicles from the rain and the direct rays of the sun. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

PSAB8 DIGITAL CAMERA

The Contractor shall provide, insure and maintain for the full duration of the contract two approved digital cameras complete with data zoom features.

PSAB9 LABORATORY

No laboratory buildings or fittings are required by the Engineer. The Engineer will arrange separately with a commercial laboratory or designate specialists to carry out all



acceptance control testing including cube testing, but excepting for density control tests. See clause PSA12 for detail of the Prime Cost item provided for this purpose. The Contractor shall remain responsible for carrying out the process control testing that is required by the Standardised, Particular and Project Specifications.

The Contractor shall supply the following equipment and maintain same for the duration of the Contract:

- (a) Nine concrete cube moulds, 150mm nominal size.



PSC SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Sub-Clauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of at a site to be arranged by the Contractor, in accordance with the provisions of Clause PSDA 4. Trees and stumps necessarily removed shall not be burnt unless authorised by the Engineer, but shall be cut and stacked at areas designated by the Engineer.

PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)

The areas to be cleared and grubbed will be indicated by the Engineer. Should a portion or the whole of the site have been cleared and grubbed by nature or by others prior to the start of construction, then no clearing and grubbing will be ordered or payment made with respect to the applicable portion of the site.

PSC3 PRESERVATION OF TREES AND SHRUBS (Sub-Clause 5.2.3)

The penalty in respect of every individual tree and shrub designated as a tree or shrub to be preserved that is damaged or removed unnecessarily by the Contractor, shall be R5 000. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PSC4 OVERHAUL (New Sub-Clause)

No overhaul will be payable on the disposal of material arising from clearing and grubbing.



PSDA EARTHWORKS (SMALL WORKS)

PSDA1 FREEHAUL AND OVERHAUL (Clause 5.2.5)

It is the explicit requirement that all Clauses stating "haul over a free-haul distance of 1,0 km" be changed to "including unlimited free-haul distance." No extra payment will be made for any haul distances. The Contractor is advised to familiarise him / her with conditions and to make provision for unlimited haul distance for all spoil, fill or imported etc. material.

PSDA2 BORROW PITS (Clause 5.2.2.2)

Borrow materials shall be obtained from designated borrow pits approved by the Engineer.

PSDA3 DISPOSAL OF SURPLUS MATERIAL

All surplus or unsuitable materials arising from excavation shall be spoiled and spread where indicated by the Engineer. The Engineer shall determine the point of spoil and spreading depending on the nature of the material.

PSDA4 HAUL AND SPOIL ROADS

The contractor shall be responsible for the provision of all haul and spoil roads that he may require for the construction of the works and that the engineer may approve. No additional payment will be made in this regard.



PSDB EARTHWORKS (PIPE TRENCHES)
PSDB1 MATERIALS (Clause 3)

PSDB1.1 Methods of classifying (Clause 3.1)

Replace the contents of this sub-clause with the following:

PSDB1.1.1 Save and except in respect of those portions of the Works which are specified in Portion 1 of the Project Specifications to be executed utilising Labour Intensive Construction Methods, the Contractor may use any method he chooses to excavate any class material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will determine the classification of the materials.

PSDB1.1.2 The classification will be based on the specified construction methods, inspection of the material to be excavated and on the criteria given in PSDB1.2 below, as applicable.

PSDB1.1.3 Where the utilisation of Labour Intensive Construction Methods is specified in Portion 1 of the Project Specification for certain classes of excavation only, the material for those classes of material to be excavated using Labour Intensive Construction Methods will be classified in terms of PSDB1.2.2 and for those classes of excavation which are not required to be executed by Labour Intensive methods, classification will be based on the criteria given in PSDB1.2.1

(i.e. Where it is specified that the excavation of soft materials only shall be executed using Labour Intensive Construction Methods, the classification of the soft material to be so excavated will be based on the criteria given in PSDB1.2.2(a) and the Contractor will be required to excavate all such soft material by Labour Intensive methods. However, when the material is classified in terms of PSDB1.2.2(b) to be "intermediate" and is thus no longer required to be excavated by Labour Intensive methods, the classification of the material not required to be excavated using Labour Intensive methods will be based on the criteria given in PSDB1.2.1 (thus a material classified as "intermediate" in terms of PSDB1.2.2(b) may in terms of PSDB1.2.1 be deemed to be "soft" and will be measured and paid as such under such circumstances.).

PSDB1.1.4 All tools and equipment referred to in PSDB1.2 shall be in good mechanical and operational condition.

PSDB1.1.5 "Efficiently" as used in PSDB1.2.2(a) - (c) shall be taken to mean "in a manner that can be reasonably expected of a Contractor, having regard to the production achieved".

PSDB1.1.6 The classification of material other than "soft excavability" shall be agreed upon before excavation may commence.

PSDB1.1.7 The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.



PSDB1.2 Classes of Excavation (Sub-Clause 3.1)

Add the following new sub-clause:

PSDB1.2.1 Classes of excavation where Labour Intensive Construction Methods are NOT specified

The excavation of material will, in the case of work which is NOT required in terms of the Contract to be executed utilising Labour-Intensive Construction Methods, be classified according to SANS 1200D for the purpose of measurement and payment.

Add the following new sub-clause:

PSDB1.2.2 Classes of excavation where Labour Intensive Construction Methods are specified

Classes of excavation where Labour Intensive Construction Methods are specified.

The excavation of material will, in the case of work which is required in terms of the Contract to be executed utilising Labour Intensive Construction Methods, be classified in accordance with Table B.1 and Table B.2 in Annex B of SANS 1921-5:2004, i.e. based on the number of blows which causes a dynamic cone penetrometer (DCP) to drop by 100mm. Failing such classification, the excavation of material will be classified in accordance with Table B.3 of the same document (pro-rated to an 8 hour task). The said appendix makes provision for the following material classifications:

- a) Soft excavation, Class 1,
- b) Soft excavation, Class 2,
- c) Soft excavation Class 3,
- d) Intermediate excavation, and
- e) Rock excavation.

For soft excavation classes 1, 2 or 3, the excavation of isolated boulders not exceeding 0,04 m³, will be considered to be included in their respective category. The excavation rates are those of an average able-bodied labourer or group of such labourers.

The following definitions will in addition to those provided in Table B.1 apply:

a) Intermediate excavation

Intermediate excavation shall be excavation in material which requires ripping or loosening by mechanical means prior to removal of the loosened material utilising the methods described for Soft material.

b) Hard rock excavation

Hard rock excavation shall be excavation of undecomposed boulders exceeding 0,04 m³ and excavation in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting or blasting or by other



approved quarrying methods, prior to being excavated and removed from the excavation utilising only picks, crowbars, shovels and similar hand tools.

(NOTE : Such excavation generally includes materials such as formations of un-weathered rock that can be removed only after blasting.)

The Engineer will instruct which portions of the Works, based on evidence provided from trial holes excavated at approximately 200 m spacing by the Contractor for this purpose, will be executed utilising Labour-Intensive Construction methods. The Trial hole shall be excavated to trench depth utilising a Cat 416 Back-actor or similar."

PSDB2 PLANT

PSDB2.1 Excavation Equipment (Sub-Clause 4.1)

Replace the contents of this sub-clause with the following:

- a) To the extent that the provisions of the Specifications permit the use of mechanical plant and equipment in the excavation of trenches, the Contractor may use trenching plant that will excavate to a width such that the side allowance does not exceed the appropriate value specified in 5.2 by more than 50%, except that where in terms of the Project Specifications or of the Drawings, the base width of a trench for a pipeline or a portion of a pipeline is not to exceed the minimum base width or a stated value, the Contractor may use trenching plant which will produce the required trench width or he shall accept the responsibility for all costs incurred in strengthening the relevant pipeline.

PSDB2.2 Compaction Equipment (Sub-clause 4.2)

Replace the contents of this sub-clause with the following:

PSDB2.2.1 Machine Compaction

- (a) Where the compaction is not required to be executed utilising Labour Intensive Construction methods, or where the utilisation of mechanical compaction plant and equipment is allowable in terms of the contract, the contractor may use mechanical compaction equipment, but he shall select such equipment and operate it in such a manner that the pipeline, duct or cable is not stressed or damaged during the compaction operation.
- (b) Machine compaction shall not be used directly above the pipe until sufficient backfill has been placed to ensure that machine compaction loads transmitted to the top of the pipe are no greater than would be imposed by normal traffic loads over a pipeline with cover of 600mm.

PSDB2.2.2 Labour Intensive Construction Methods

- (a) Unless and to the extent as may be otherwise provided in Portion 1 of the Project Specifications, the contractor shall, in the compaction of materials by Labour Intensive



Construction methods, utilise only hand held manually powered tampers, rollers and similar compacting hand tools and equipment.

- (b) Compaction shall be carried out in such a manner as to ensure that the pipeline cable or duct is not stressed or damaged. The material above the pipe shall not be compacted until sufficient backfill has been placed to ensure that the compaction loads transmitted to the top of the pipe are no greater than would be imposed by normal traffic loads over a pipeline with cover of 600mm.

PSDB3 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.3)

Traffic must be accommodated along construction works which falls within or adjacent to any road reserve.

The Contractor shall tender a lump sum in Schedule 8 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades; the erection and re-erection of existing and/or temporary traffic signs; lights and flagmen for the guarding and protection of the Works; and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

If crossing of the road in half widths is allowed, the road shall remain continuously open to traffic. The Contractor shall make provision to ensure the safe passage of traffic using this public road whilst installing the pipe through the road, and to ensure that any disruption to the public is kept to a minimum providing safe detours when so instructed by the Engineer. Each half width shall be completed in one day. No open trenches will be allowed overnight. If the half width is not completed by 16:00 the trench shall be backfilled, in which case the Contractor shall re-excavate the trench at a later stage to complete the work at his own expense. All detours and signs shall be erected and maintained in accordance with the latest issue of Road Signs Note 13 as issued by CSRA and CUTA.

PSDB4 EXISTING SERVICES (Sub-Clauses 5.1.4)

Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be scheduled and measured as provided for in Clause 8.3.5 of 1200DB. Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, and the Engineer orders that the Contractor should undertake the repair of such service, then such repair will either be measured and paid as dayworks or alternatively as a contractual variation in terms of Clause 6.4 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles or stays may be carried out without the prior written approval of the Engineer, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

PSDB5 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)



Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

PSDB6 MINIMUM BASE WIDTH (Sub-clause 5.2)

Side allowance for pipes of diameter 125 mm or more (Sub-clauses 5.2 and 8.2.3):

The minimum base width of trench for pipes of external diameter less than 125 mm but larger than 70 mm laid at a depth of 1,5 m or less shall be 550 mm.

The minimum base width of trenches for pipes of external diameter less than 70 mm laid at a depth of 1,0 m or less shall be 400 mm.

The minimum base width of trenches where labour-based excavation is concerned, shall be at least 150 mm on either side of the pipe's outer diameter to allow proper compaction of backfilling materials.

PSDB7 TRENCH BOTTOMS (Sub-Clause 5.5)

Replace the first paragraph of this sub-clause "Material that compacted as directed" with the following :-

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Engineer may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Engineer in each particular case, at the cost of the Employer. Backfill other than concrete, shall be placed in layers of 100mm un-compacted thickness, each layer thoroughly compacted to the entire satisfaction of the Engineer, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Engineer in each particular case.

PSDB8 DISPOSAL OF EXCAVATED MATERIAL (Sub-Clauses 5.6.3 and 5.6.4)

All surplus or unsuitable materials arising from excavation shall be disposed of in accordance with Clause PSDA 4.

PSDB9 FREEHAUL AND OVERHAUL (Sub-Clause 5.6.8)

The provisions of Clause PSDA 1 shall apply.

PSDB10 AREAS SUBJECTED TO TRAFFIC LOADS (Clause 5.7.2)

The requirements of Clause 5.7.2 shall apply to all pipes crossing roads and streets whether the roads and streets are to be constructed under this Contract or to be constructed at



some time in the future. Compaction of pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads where instructed by the engineer.

PSDB11 REINSTATEMENT OF EXISTING BITUMEN SURFACED ROADS (Clause 3.6 and 5.9.4)

Pipe trenches through the existing bitumen surfaced roads shall be reinstated with a 150mm upper selected subgrade layer compacted to 93 % mod AASHTO density, followed by a 150mm sub base layer compacted to 95 % mod AASHTO density and a 150mm graded crushed stone base compacted to 98 % of mod AASHTO density. The road shall be provided with a 25mm thick asphalt seal.

The upper selected subgrade layer shall have a CBR of at least 15, a grading modulus of at least 0.75 and a maximum PI of 12. The sub base shall conform to SANS 1200 ME and the base to SANS 1200 MF.

PSDB12 MEASUREMENT AND PAYMENT (Clause 8.3.2)

PSDB12.1 Basic Principles (Clause 8.1)

Insert the following heading for Clause 8.1.2:

"Trenches not required to be excavated by Labour Intensive Construction methods"

Add the following new sub-clause : (Clause 8.1.5)

"Works required to be executed utilising Labour-Intensive Construction methods"

Separate items will be provided for works covered by this Specification which are required to be executed by Labour Intensive Construction methods and for works for which the utilisation of such methods is not required.

The trench depth increments referred to in Clause 8.1.2(b) and the trench depth increment for 8.1.5 shall be:

- a) up to 1.5 m in depth

Trenches shall be measured volumetrically, irrespective of length.

Measurement and payment for works covered by this Specification and required to be executed utilising Labour-Intensive Construction (LIC) methods shall, unless otherwise stated, be *mutatis mutandis* in accordance with the provisions of SANS 1200DB as amended in this Project Specification.

PSDB12.2 Excavation (Sub-Clause 8.3.2)

Excavate, in all materials for trenches 0 – 1.0 m wide, backfill, compact and dispose of surplus material utilising Labour Intensive Construction methods up to

- (a) 1.5 m in depth m³

Extra over the above for:

- (1) Soft excavation Class 2 (refer PSDB1.2.2) m³



(2)	Soft excavation Class 3	(refer PSDB1.2.2)	m ³
(3)	Intermediate excavation	(refer PSDB1.2.2)	m ³
(4)	Hard rock excavation	(refer PSDB1.2.2)	m ³

Excavate, in all materials for trenches 0 – 1.0 m wide, backfill, compact and dispose of surplus material utilising Conventional Construction methods

(a)	up to 1.5 m in depth	m ³
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Extra over the above for:

(1)	Intermediate material	m ³
(2)	Hard rock excavation	m ³
(3)	Backfill and compact by means of Labour Intensive Construction methods	m ³
(4)	Disposal of surplus material by means of Labour Intensive Construction methods within 20 m from the source of spoil material using wheel barrows	m ³

Backfill should be in 200 mm thick layers compacted to 90% Mod AASHTO.

Payment for the excavation and backfilling of trenches shall be made at the tendered rates and at the following stages of the construction:

- (i) upon completion and approval of the trench bottom, prior to bedding: 40 %
- (ii) upon completion and approval of top of selected backfill: 70% (cumulative)
- (iii) upon completion and approval of the mainfill: remaining 30 %.

PSDB12.3 Excavation of Trial Holes

Excavation of trial holes as described in PSDB1.2.2 will be measured by number and shall include for backfilling after inspection.

PSDB12.4 Stone Bedding

Stone bedding will be measured per cubic metre under the appropriate item in SANS 1200LB. Type A bedding (crushed stone wrapped in a geotextile blanket) shall be measured per linear metre along the centreline of the trench. The provision, operation and removal of (a) de-watering pump where authorised by the Engineer will be measured as day works under the appropriate item in Schedule 2.



PSGA CONCRETE (SMALL WORKS)

PSGA1 CEMENT (Sub-Clause 3.2.1)

Only the use of Ordinary Portland Cement to SANS 471 will be permitted.

PSGA2 CONCRETE FINISHES (Sub-Clause 4.4.2)

Concrete against which earth will be backfilled shall be classified as rough. All exposed concrete surfaces shall be classified as smooth. Degree of accuracy II shall prevail.

PSGA3 STRENGTH CONCRETE (Sub-Clause 5.4.1.5)

The grade of concrete and nominal size of aggregate shall be as specified on the Drawings. The successful tenderer will be required to submit samples of the coarse and fine aggregate, which he proposes using, to the Engineer's Representative(s) for tests regarding the suitability of such aggregates. The Contractor shall prepare trial mixes. These mixes shall be designed for vibration. All data and reports prepared by the Contractor shall be submitted to the Engineer for information and approval prior to the commencement of concreting operations.

PSGA4 ANCHOR AND THRUST BLOCKS

At tees, bends, terminal valves, end caps, and where otherwise directed, anchor/thrust blocks shall be constructed to dimensions ordered, shown on the Drawings or agreed to by the Engineer. Unless otherwise specified, anchor/thrust blocks and pedestals shall be constructed of prescribed mix 15/37.5 concrete.

The concrete shall be well punned round the pipe and, if in trenches, against the undisturbed faces and bottom of the trench. Backfilling behind or under thrust faces will not be permitted. Excess excavation shall be replaced with the prescribed mix concrete given above for anchor/thrust blocks at the Contractor's expense, unless an item is scheduled to cover payment of over break. Care shall be taken to leave the joints accessible. No anchor/thrust blocks and pedestals shall be concreted until the approval of the Engineer has been obtained.

Anchor and thrust blocks will be measured by volume of concrete; the rate tendered shall include for any form work required constructing the block.

Should the Contractor offer an alternative method of coupling involving flexible joints, he shall design suitable thrust and anchor blocks in order to prevent movement of the pipeline under operating and test conditions. The working and test pressure to be used by the Contractor for the calculation of anchor and thrust blocks shall be in accordance with the design information that is issued together with the tender. The earth bearing pressure to be used for the calculation of anchor and thrust blocks shall be based on field tests. The factor of safety to be used in calculating the above shall be 2.5.

PSGA5 GROUTING TO MACHINE AND STRUCTURAL BED PLATES (Sub-clause 5.5.13)

PSGA5.1 Materials



- a) Water. Water for grout shall comply with the requirements given in sub-clause 3.3 of SANS 1200G.
- b) Aggregates. Notwithstanding the requirements of Sub-clause 3.4.1 of SANS 1200G, the grading of fine aggregate (sand) and coarse aggregate (stone or pea gravel) shall conform to the gradings given in Tables 1 and 2, respectively, below.
- c) Cement. Cement shall be ordinary Portland cement complying with SANS 471.
- d) Admixtures. Admixtures shall comply with the requirements of Sub-clause 3.5 of SANS 1200 G, and shall have a proven record of satisfactory performance under conditions encountered in the North West Province.

Proprietary Grouting Materials. Unless otherwise approved by the Engineer, Proprietary Grouting Materials shall be obtained ready mixed in sealed pockets as supplied by the manufacturers.

Table 1 - Sand		Table 2 - Stone or Pea Gravel	
1	2	1	2
Test sieve Nominal aperture size, mm	% Passing (by mass)	Test sieve aperture size, mm	% Passing (by mass)
9.5	100	9.5	100
4.75	95-100	4.74	95-100
1.18	45-65	2.36	0-5
0.3(300)	5-15		
0.15(150)	0-05		

* Portland cement (ordinary, rapid-hardening, and sulphate-resisting).



PSGA5.2 Preparation and Procedures

- a) Before a machine or structural bed plate is placed on the concrete the following shall be carried out :
 - 1) All defective concrete, laitance, dirt, oil, grease and loose material shall be removed from the concrete foundation by bush-hammering, chipping, or other means until sound clean concrete is obtained. The surface of the foundation shall be scabbled, but shall not be so rough as to interfere with proper placing of the grout. All foundation bolt sleeves shall be cut out, or cut off flush if the sleeves cannot be removed. The top of the foundation shall be reshaped if necessary.
 - 2) The underside of each steel base, particularly in the bearing areas, shall be cleaned and any burrs and ragged edges removed before the base is placed in its final location.
 - 3) All holding-down bolt sleeves shall be thoroughly cleaned of any materials that may prevent the grout from flowing freely to the bottom of the bolt sockets.
- b) The base shall be properly aligned and levelled and shall be maintained in that position during grouting.
- c) After the machine or structural bed plate has been placed the following precautions shall be observed:
 - 1) Shimming shall be kept to a minimum. Steel plates shall be used for packing and shall be ground to the required thickness, where necessary.
 - 2) Before grouting is started all loose dirt, oil, grease and other foreign matter on the surface of the foundation, the underside of bed plates, and in the bolt holes shall be removed by means of compressed air or other approved means. The surface of the foundation slab shall be thoroughly saturated with clean water and free water shall be removed from the surface and the bolt holes just before the grout is placed.
 - 3) The grouting shall not be carried out until the alignment of all units to be grouted has been checked and approved by the Engineer.
 - 4) Special care shall be taken with grouting in hot or cold weather to ensure proper setting and gain of strength and, in the case of Proprietary Grouting Materials, by having ice or hot water available, as the case may be, in accordance with the instructions of the manufacturer. Enclosures shall be provided for the grout such that, until it has set, its temperature will be in the range 15-27°C. Shields to protect the grout from the sun and from hot winds shall be provided by the Contractor when so ordered.



PSGA5.3 Form work

Form work for grouting shall comply with the applicable requirements of Sub-clause 5.2 of SANS 1200 G. Forms shall be caulked where necessary. Adequate clearance between forms and bed plates shall be provided to enable the grout to be worked into place.

PSGA5.4 Mixing (All free-flowing grouts except epoxy grouts)

The grout shall be mixed to a homogenous uniform mixture and delivered ready for placing at a temperature between 15°C and 25°C.

The materials and water shall be mixed in a mortar mixer for at least 3 min. or, in the case of small jobs only, shall be thoroughly mixed by hand, the entire mass being turned over enough times to ensure even distribution of its components.

The mixing shall be done as close as possible to the place(s) where the grout is placed. No more grout shall be mixed at any one time than can be placed in a period of 20 min. After the grout has been mixed it shall not be re-tempered by the addition of water.

PSGA5.5 Grouting (All free-flowing grouts except epoxy grouts)

The grout shall be placed quickly and continuously to avoid the undesirable effects of over-working. (These effects are segregation, bleeding and breaking-down of initial set). The method of placement shall be subject to approval. The means of placing the grout shall be such that the grout will completely fill the space to be grouted, will be thoroughly compacted, will be free of air pockets and will have evenly distributed contact over an area in excess of 80 % or, in the case of expanding grout, 95 % of the bearing area of the item to be supported.

Wherever applicable, grout shall be placed from one side only and where this is not practicable, care shall be taken to ensure that any entrapped air is released. After the grout has taken its initial set :

- a) the forms shall be removed;
- b) excess grout shall be so cut away as to leave a smooth and neatly finished job;
- c) except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45°C to the vertical, from the bottom edge of the bed plate; and
- d) all excess grout on or about the bed plate shall be removed.

Damage to paint work, if any shall be repaired within 24 hours. Packing plates, shims and other levelling devices shall remain in position.

PSGA5.6 Dry-packed grout (Standard dry sand and cement grout)

Dry-packed grout shall have a minimum compressive strength at 28d of 20MPa.



The quantity of water after placing shall be kept to a minimum consistent with placing conditions, and the cement, sand and, where applicable, pea gravel proportioned by mass shall be as follows:

- a) Where the clearance between bed plate and foundation is 25 mm or less : 1 part of Portland cement, and 2 parts of sand;
- b) Where the clearance exceeds 25 mm : 1 part of Portland cement, 1 part of sand and 1 part of pea gravel. Dry-packed grout shall be rammed by means of tamping rods against form work placed along three sides of the bed plate.

PSGA5.7 Non-shrink grout with metallic aggregate

The manufacturer instructions shall be observed when non-shrink grout with metallic aggregate is used.

Where the clearance between the bed plate and the foundation is less than 50 mm a sand-based mix shall be used. Where the clearance exceeds 50 mm the Engineer may order a mix with a base of sand plus pea gravel to be used.

PSGA5.8 Expanding grout with powdered aluminium additive

The manufacturer instruction shall be observed when the expanding grout powdered aluminium additive is used.

Where the clearance between the bed plate and the foundation is less than 25 mm, a sand-based mix shall be used. Where the clearance exceeds 25 mm the Engineer may order mix with a base of sand plus pea gravel to be used.

Each batch shall be mixed for at least 6 minutes after the powdered aluminium has been added. Where a ready-mixed grout is used, the powdered aluminium shall be

added at the placing site and the batch mixed as specified. Grout shall be placed within 45 minutes after the addition of the powdered aluminium.

The Contractor shall not use powdered aluminium additive when the ambient temperature is below 5°C.

PSGA5.9 Epoxy grout (epoxy mortar type only)

The manufacturer's instructions shall be observed when an epoxy grout is used.

PSGA5.10 Wood-floated finish (Sub-clause 5.5.10.2)

Where wood floating is specified or scheduled, the surface shall be given a finish as specified in Sub-clause 5.5.10.1 of SANS 1200 G and after the concrete has hardened sufficiently, it shall be floated to a uniform surface, free of trowel marks. A screeded surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.



PSLD SEWERS

PSLD1 MATERIALS (New Sub-Clause 3.1.8)

Add the following new sub-clause:

"Pipes for subsurface drains shall be perforated or slotted unplasticized PVC pipes which comply with the requirements of SANS 791.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter plus or minus 1,5 mm, and the number of perforations per metre shall not be fewer than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced in two rows for 100 mm pipes and in four rows for 150 mm pipes, as shown on the Drawings.

Slotted pipes shall have a slot width of 8 mm with a tolerance of 1,5 mm in width. The arrangement of slots shall be subject to the Engineers approval, but the total slot area shall not be less than that specified for perforations.

Pipes without slots or perforations required for transporting subsoil water from the subsoil drain proper to the point of discharge shall be unperforated pitch-fibre or PVC pipes of the types specified above, or concrete pipes which comply with the requirements of SANS 677 Class 25D."

PSLD2 MANHOLES (Sub-Clause 3.5.2)

Manholes shall be constructed of precast concrete sections in accordance with the details that are shown in Drawing 2023-04/S/D002.

Drop manholes shall conform to the details shown on 2023-04/S/D002 where applicable.

PSLD3 HOUSE CONNECTIONS (Subclause 5.9.1)

Add the following to sub-clause 5.9.1:

"The construction details of direct, sloping drop and vertical drop house connections shall be in accordance with the detail drawings. Concrete marker blocks shall be used to indicate the end of each house connection. The marker shall be attached to a length of 2mm galvanised wire which is tied to a brick next to the end cap. The Contractor shall ensure that all markers are in place, connected to the appropriate end-cap and clearly and neatly marked with the specific erf number before a Completion Certificate will be issued in respect of this work".

Add the following to the last paragraph in sub-clause 8.2.6:



"The rate shall also cover the compaction of bedding and backfilled material to 90% and 93% of Mod. AASHTO for connections or portions thereof outside and inside the road reserve respectively".

PSLD4 TESTING WITH CAMERA INSPECTION (Sub-Clause 7.2.7)

Add the following new sub-clause:

"Sewers shall be inspected by means of a Closed-Circuit Television (CCTV) Camera on completion of the backfill and manhole construction. The inspection shall be conducted by inspecting the pipe with a CCTV Camera equipped with inclinometers so that a pipeline profile can be produced. The Contractor shall provide the Engineer with a written report, a pipeline profile as well as an electronic report of the pipeline in .pdf format. Any sewer pipeline not meeting the tolerances specified in clause 7.2.7 of shall be made good by the Contractor, at his own expense with methods approved by the Engineer."

PSLD5 CCTV CAMERA INSPECTION (Sub-Clause 8.2.13)

Add the following new sub-clause:

"CCTV Camera Inspection Unit: m

The unit of measurement shall be the metre of each diameter of sewer inspected by CCTV Camera. The tendered rates shall include full compensation for the provision of all labour and materials required for the provision, installation, calibration and operation of the equipment used for inspecting the pipeline, the provision of a written report, pipeline profile and an electronic report of the pipeline in .pdf format.."



PSLB BEDDING (PIPES)

PSLB1 BEDDING (Sub-Clause 3.3)

PSLB1.2 Rigid Pipes

All steel, clay and concrete pipes shall be laid on a class C bedding as shown on Drawing 2023-04/S/D001.

PSLB1.3 Flexible pipes

uPVC, mPVC, and polyethylene pipes will be regarded as being flexible and shall be bedded as per Drawing 2023-04/S/D001.

PSLB2 MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATION (Clause 3.4.2)

Bedding and selected fill materials shall be obtained from trench excavation, other necessary excavations or from borrow pits in accordance with the provisions of Clause PSD3. The engineer reserves the right to designate alternative sources. He also reserves the right to make a ruling whether special efforts must be made to construct specifically a separate bedding for pipes where the in-situ material proved to be of good quality.

PSLB3 CLASS A BEDDING (Sub-Clause 5.2.1)

Concrete to be used in class A bedding to pipes shall be of grade 20/19.

PSLB4 CONCRETE CASING TO PIPES (Sub-Clause 5.4)

Concrete to be used in the casing of pipes shall be of grade 20/19.

PSLB5 TOLERANCE ON COMPACTION OF BEDDING MATERIAL

Degree of accuracy II shall prevail.

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SECTION C3.4: CONSTRUCTION

INDEX

Section	Description	Page No
C3.4.3 Particular Specifications		
PWB	Setting Out	C3.4.3.1

END OF SECTION



PWB SETTING OUT

PWB1 GENERAL

This Particular Specification describes the requirements for setting out of the Works. No separate payment will be made for work described in this section.

PWB2 FIELD WORK

- (a) All survey shall be based on the appropriate Lo system of the national triangulation.
- (b) All points to be set out by the Contractor shall be located in the X, Y and Z directions according to land-survey methods generally accepted in the Republic of South Africa so as to ensure that the required degree of accuracy is achieved.
- (c) The Contractor shall identify and list the beacons that he used as traverse terminals, or for the fixing of points by trigonometrical survey methods.

PWB3 SURVEY RECORDS AND CALCULATIONS

- (a) All records shall be neat, orderly, fully annotated and cross-referenced, adequately checked and shall include the following:
 - general report,
 - all field placings and checks,
 - final co-ordinate list and differences between polars,
 - levels and check levels, and
 - a summarised list of final X, Y and Z values on all pegs.
- (b) Plans, field books and all calculations shall bear the field surveyor's and the Contractor's signatures, be fully dated and numbered sequentially.
- (c) Only originals shall be submitted.
- (d) The calculations are required to follow basically the principles in common use in the Republic of South Africa, as described in the Annexures to the Survey Regulations framed under the Land-Survey Act of 1927 (as amended).

PWB4 SURVEY BEACONS

Beacons that have been or will be erected by the Engineer are shown on the Drawings, generally at inflexion point and 400m maximum spacing. Additional survey beacons shall



be provided by the Contractor at intermediate points in order to provide line of sight at all points and for the proper construction of the Works.

PWB5 REFERENCE PEGS

- (a) Reference pegs have been placed approximately every 400m and at all inflexion points. Two references have been placed per point to be referenced.
- (b) The Contractor shall protect these references, and place further references as may be necessary to secure the position of the pipeline at all times. All reference peg positions shall be determined by means of a double polar or by traverse.
- (c) Reference pegs placed by the Contractor shall at least consist of a steel peg (Y10 or Y12) cast into a concrete block of 300mm diameter and 200mm depth. The Contractor shall note that the value of the survey depends largely on the permanence of its reference points. The Contractor shall apply suitable additional measures in unstable soils to assure the permanence of points.
- (d) Reference pegs shall be numbered consecutively with a 10mm stamp on an aluminium tag cast into the concrete, in accordance with the node numbering sequence indicated on the Drawings.
- (e) The allowable error is 0,02m in the XY plane.

END OF SECTION



THE OCCUPIER

RESEALING OF STREETS WITH WET TAR

You are hereby notified that the Municipality's Contractor will shortly be undertaking resealing work in streets in your neighbourhood. A wet tar product will be applied to the surface which normally takes a few hours to dry and during which time traffic should not travel on the treated surface.

The Contractor will close the section of the road that has been tarred.

You are requested to avoid parking onbetween 09h00 and 16h00 in your street as it will disrupt the Contractor in the execution of the resealing work and the section of the street in question will be closed to traffic between the mentioned times. It is thus recommended that you park your car in a nearby street.

You are further requested to avoid driving on the wet sections of the road during the resealing process and your co-operation in this regard would be appreciated.

In the event of rain or mechanical problems, the proposed works will be delayed and a further notification will be issued.

Should you have any further enquiries in this regard, you are requested to contact

Mr at telephone number

Yours faithfully

Municipal Manager



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Construction Project

Refer to Section C3.4.1 (B1204)

C3.5.1.2 Drawings, Operation and Maintenance Manuals

Refer to Section C3.4.1 (PS6.)

C3.5.1.3 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

C3.5.1.4 Daily Site Diary

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

C3.5.1.5 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.6 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.



C3.5.1.7 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

C3.5.1.8 Site Instructions

Site instructions by the Employer's Agent, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

C3.5.1.9 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Agent. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.1.10 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month.

Upon agreement by the Employer's Agent's Representative the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Employer's Agent, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following a standard format for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice will be submitted with each certificate dated appropriately for the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.



C3.5.1.11 Workmanship and Quality Control

Refer to Section C3.4.1 (PS4)

C.3.5.1.12 Features requiring Special Attention

Refer to Section C3.4.1 (PS3.)

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG CONSTRUCTION

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END OF SECTION



OCCUPATIONAL HEALTH AND SAFETY

1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as:

"Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work".

2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
- a) fail to implement or maintain his health and safety plan;



e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.

2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.

2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3 INDEMNITY OF EMPLOYER AND HIS AGENTS

a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Contractor's health and safety plan.

b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.

A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.

d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.



4 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer's Health and Safety Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour



-
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by employer and Principal contractor in presence of witnesses
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A9 Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Employer
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Appointments of full-time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator

A12 Evacuation plan

A13 The contents of all Training Material used on site – eg.
Accredited and non-accredited training
Toolbox talks
And all training records signed by workers

A14 Risk Assessments - All Risk Assessments done before and during the Construction period



-
- A15 Registers as required
 - A16 Safe Work Procedures and material safety data sheets
 - A17 Fall protection plan
 - A18 Incident recording forms
 - A19 Medical records
 - A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

6 NOTIFICATION OF CONSTRUCTION WORK – REG 3 OF THE CONSTRUCTION REGULATION – FEBRUARY 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure B in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

7 CONTRACTOR'S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.



It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

8 CLOTHING

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding



AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of

..... 20.....

For and on behalf of the Contractor:

_____ Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



For and on behalf of the Employer:

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour prior to commencement of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority prior to commencement with the Works.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):



Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....

.....

Co-ordinates (if available) Latitude (S)

Longitude (E)

F. Nature of the construction work:

.....

.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.



- J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

- K. Particulars of Employer (client)

Name:

Postal Address:

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. Cell phone No.

- L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

Signed at on this day of 20.....



INFORMATION TO BE SUPPLIED BY THE TENDERER

This following form shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name:



ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

END OF SECTION



Gamagara Local Municipality

UPGRADING OF A SECTION OF SEWER RETICULATION IN MAPOTENG

SITE INFORMATION

INDEX

Section	Description	Page No
Section C4.1	Special Requirements in terms of OHS and Construction Regulations	C4.1.1

END OF SECTION



C4.1 SPECIFIC REQUIREMENTS IN TERMS OF OHSA AND CONSTRUCTION REGULATIONS

Inter alia the risk assessment to be done by the Contractor, specific requirements and areas that must be addressed is provided hereunder as the risk identification provided by the Employer and summarised hereunder:

Specific requirements and areas that must be addressed with the risk assessments and work procedures are summarised hereunder:

Public safety

- Pedestrian and vehicle movement along the entire section of works
- Public awareness, especially of the works to be executed under single lane traffic accommodation, safety precautions and specifically advance warning areas. Advance warning areas to be assisted with advance variable message signs and warning signals as per specification.
- Plant in operation and/or under holding conditions immediately next to trafficked lanes (refer to specifications).
- Speeding during construction and control measures (assisted with speed message sign).
- Level differences during rehabilitation stages with adequate signs and safety precautionary measures. (Refer to restrictive conditions and same day work allowances)
- Communication on site.
- Constant traffic monitoring by site safety officers and daily inspection of signage required with auditable records.

Stockpile areas

- Safety measures to ensure usability of hazardous conditions exist to road users and special measures to ensure night-time visibility.
- Environmental matters, control and spillages, e.g. pre-coating fluid, bituminous products, diesel, etc.

Plant, equipment and personnel

- Night time visibility and low day time visibility.
- Serviceability of equipment in transport of leakages, i.e. oil, diesel, bitumen, spills.
- Flagmen, traffic control and labour force.

Safety Risk

- Construction personnel and plant.

Finishing

- Loose aggregate during excavation and seal operations

END OF SECTION