



MAKHUDUTHAMAGA LOCAL MUNICIPALITY

CONTRACT No: LIM473/PARKING-BAYS/21/22/005

MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS
PROPOSALS FOR APPOINTMENT OF CIVIL
ENGINEERING/BUILDING CONTRACTORS FOR THE
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

CIDB class grading 3 CE/GB or Higher

ISSUED BY:	PREPARED BY:
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NAME OF BIDDER	
BID AMOUNT	
TEL NUMBER	
FAX NUMBER	

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T.1

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS



T.2

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T.3

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T1.1 Bid Notice and Invitation to Bid

Bidders are hereby invited to bid for the following projects:

N o.	Project Number	Project Description	Compulsory Briefing Date & Venue	Closing Date	CIDB Grading
1.	LIM473/PARKING- BAYS/21/22/005	Construction of Parking bays at main office	No briefing session will be held, Bidders must communicate with the infrastructure unit / SCM for clarity.	14/09/2021 at 12:00	3CE/GB or higher

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **30 August 2021 (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service (www.onlinetender.co.za) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and revised procurement regulation April 2017 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points are for B-BBEE (according to the said legislation). Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

For enquiries contact:

Supply Chain Unit : **Mr Sekgole R - 013 265 8639**
Infrastructure Unit : **Mr Senong PA - 013 265 8737**

Ms MN RAMPEDI
MUNICIPAL MANAGER,
PRIVATE BAG X 434
JANEFURSE 1085

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the Makhuduthamaga Local Municipality .
F.1.2	The Project Document issued by the employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation T2.2 Other Documents required for Tender Evaluation T2.3 Returnable Schedules that will be incorporated into the Contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Agreement in Terms of the Occupational Health & Safety Act C1.3 Guarantee C1.4 Form Agreement in Terms of the Mine Health and Safety Act C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act C1.6 Mine Health and Safety Act No 29 C1.7 Agreement in Terms of the Mine Health and Safety Act C1.8 Contract Data Part C2:Pricing data C2.1 Pricing instructions C2.2 Bills of quantities C2.3 Summary of Bills of Quantities C2.4 Calculation of Tender Sum Part C3: Scope of work C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C4.5 Management of the works



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F.1.4	The employer is: Makhuduthamaga Local Municipality Address: Private Bag x 434 Janefurse 1085 Tel: (013) 265 8737 Fax: (013) 265 1975 E-mail: senongp@makhuduthamaga.gov.za
F.2.1	Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE/GB OR HIGHER class of construction work. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the required CIDB 2. the lead partner has a contractor grading designation in the CE class of construction work; 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 3CE/GB OR HIGHER class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: No briefing session will be held, Bidders must communicate with the infrastructure unit / SCM for clarity.
F.2.12	If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza. Identification details: " MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING/BUILDING CONTRACTORS FOR THE CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of Tender offers is: 14/09/2021@12H00
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	Tax Clearance will be confirmed with SARS before award (Done through CSD)
F.3.4	The time and location for opening of tender offers: Be informed that due to the ongoing COVID-19 pandemic, tenders will not be opened in public. Location: In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza.
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100% N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula $A = (1 - \frac{P - P_m}{P_m})$ and W_1 equals: 80 where the financial value inclusive of VAT of one or more responsive tender



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	offers have a value in excess R 50 000 000 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
F3.13.1	Tender offers will only be accepted on condition that: a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.18	The number of paper copies of signed contract to be provided by the Employer is one
	Labour Content:

	The minimum Labour content for this project shall be 10% OF THE WORKS. Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.
Subclause	Data
F.3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 40553 dated 20 January 2017. SUPPLY CHAIN MANAGEMENT EVALUATION PROCESS AND CRITERIA The following evaluation process and criteria will be used to evaluate all bids submitted:
	1. Administrative Compliance – Phase One
	1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation. 1.2 Critical Criteria: The following critical criteria have been identified for this bid and any non compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation All Pages to be initialled Form of Offer completed and signed Site inspection is compulsory All attached MBD forms must be completed and signed. If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish– if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – for the past three years; or since their establishment if established during the past three years; a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and



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whether any portion of payment from the municipality is expected to be transferred out of the Republic

Bill of quantities to be filled in black ink

Initial all alterations in the BoQ

Authority of Signatory to be signed

JV agreement submitted (Where applicable)

Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)

Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors)

Certified ID copies of directors/shareholders/members to be attached

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. (Please note: Non submission will not lead to disqualification of the bidder).

Proof of purchase

NB: All copies must be certified, the certification must not be older than 3 months of the closing date.

Functionality – Phase Two

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

FUNCTIONALITY

Item	Criterion	Weighting
A	Company relevant experience	20
B	The value of relevant projects completed. Score will be based on the successfully executed and completed parking bays projects over the last five years of which details are provided on Form T2.1 E	30
C	Plant and Equipment necessary for construction	10

D	Experience of the Site Agent/Key Personnel	15
E	Specification Knowledge	15
F	Financial Status	10
	TOTAL	100

NB!

The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation.

Tenderers to submit required information as stated below. Non submission will result in loss of points.

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of **60** points will then be evaluated in terms 80/20 preference point system.

Company relevant Company Experience

No	Target Goals	Maximum Points (20)	Points Claimed
1	Tenderer scores zero (0) points where no information regarding the company`s relevant past experience indicated.	0	
2	Tenderer scores 15 points where information regarding the company`s relevant experience is provided	15	
3	Tenderer scores 20 points where information regarding the company`s relevant experience is indicated, copies of completion certificates. (relevant project list with appointment letter/s)	20	

Note:

Points are allocated not based on the number of relevant project but confirmation of the mentioned criteria

No 2 –company relevant experience with a minimum three appointments. Amounting to R 6 million. Attach certified copies

No 3 –company relevant experience with a minimum three appointments and also three completion certificates. Amounting to R4 million+. Attach copies.

Value Of Relevant Projects Completed (specifically sports facilities projects)

No	Target Goals	Maximum Points 30	Points Claimed
1	Tenderer score zero points where information is not provided	0	
2	Tenderer score 20 points where a value of completed project/s are more > R1 000 000 < R3	20	



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	000 000 and appointment letter as well as well as completion certificates are attached.		
3	Tenderer score 25 points where a value of 2 or more completed projects are more >3 000 000 < R10 000 000 and appointment letter as well as well as completion certificates are attached.	25	
4	Tenderer score 30 points where a value of 3 or more completed projects are more > R10 000 000 and above and appointment letter as well as well as completion certificates are attached.	30	

Note: referees provided, to be contactable to confirm the value and the completion certificates provided.

All copies must be certified, the certification must not be older than 3 months of the closing date.

Plant and Equipment necessary for construction

No	Target Goals	Maximum Points 10	Points Claimed
1	Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated	0	
2	Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.	5	
	Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.	10	

Note: points will be allocated as described below.

Required Plant	Allocated Points
TLB X (1 in number)	2
Grader X (1 in number)	2
Tipper Truck X (2 in number)	2
Roller X (1 in number)	2
Water tanker X (1 in number)	1
LDVs X (1 in number)	1
Total Points	10

Note: Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available

D. Experience of Site Agent/Key Personnel (15 points)

No	Targeted Goal(CVs Compulsory)	Tendered Goal	Allocated points by Municipality
1	Site Agent/Key Staff experience in Labour intensive Construction during past 5 years Involved in 1-2 projects=2 Involved in 3 projects and above=5 (Contactable Reference/s Compulsory)	5	
2	Site Agent/Key Staff experience in road, buildings and stormwater during past 5 years Involved in 1-2 projects=2 Involved in 3 projects and above=5 (Contactable Reference/s Compulsory)	10	
3	Site Agent/Key Staff experience in road, bridges,stormwater and labour intensive construction during past 5 years Involved in 1-2 projects=2 Involved in 3 projects and above=5 (Contactable Reference/s Compulsory)	15	
	Total points : Experience of Key Personnel	15	

N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.

E. Specific Knowledge (15 points)

No	Targeted Goal	Tendered Goal	Allocated points by Municipality
1	Site Agent trained in Labour intensive construction methods at least NQF level 2	10	
2	Key Staff trained as OHS Representative and in Labour intensive construction methods at least NQF level 2	15	
	Total Points : Specific Knowledge	15	

N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.

Financial status

Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.

Bank Rating	Points	Points Claimed
Bank Rating = F to G	0	
Bank Rating = E	2	
Bank Rating = D	4	



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Bank Rating = C	6	
Bank Rating = B	8	
Bank Rating = A	10	

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)

Minimum Required Score for functionality is: **60 points**

Note: A bidder/s that scores less than **60** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

FOR BBBEE EVALUATION: Kindly attach BBBEE certificate.

Bidders should note that although the above are the main criteria, the MLM may consider other factors when evaluating BIDs and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2017.

The 80/20 point system will be as follows:

Price Assessment	80 Points
TOTAL	80
Preferential Elements	20 Points
B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

Certified copy of BBBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level

Award of contract to bids not scoring the highest number of points

- (a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.
- (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

Evaluation of bids that scored equal points

- (a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.
- (b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

Local
Municipality
Special
No.1

SMME's:

It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.

Local
Municipality
Special
No.2

Local Labour Content:

The minimum target for expenditure on wages of Local Labour for this project shall be **10% of the Tender Sum.**



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PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE****T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

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T.17

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T2.1 A CERTIFICATE OF AUTHORITY

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

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

Certificate for company

I,....., chairperson of the board of directors of
....., hereby confirm that by resolution of the board
(copy attached) taken on20....,Mr/Mrs.....acting in the
capacity of.....,was authorised to sign all documents
in connection with this tender and any contract resulting from it on behalf of the
company. As witness

1.....
Chairman
2.....
Date

Certificate of partnership

We, the undersigned, being the key partners in the business trading
as.....

hereby authorise Mr/Mrs.....,acting in the capacity
of.....to sign all documents in connection with the tender for
Contract.....and any contract resulting from
it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

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

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

Certificate for sole proprietor

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

As Witness:

1.....

.....
Signature: Sole owner

2.....

.....
Date



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

Certificate for Close Corporation

We, the undersigned, being the key members in the business trading
as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents
in connection with the tender for Contract.....and any
contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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



T.20

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....
(address)

.....
was represented by the person(s) named below at the compulsory meeting held for all
tenderers at(location) on.....(date), starting
at.....

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

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's
representative/ engineer, namely:

Name.....

Signature.....

Capacity.....

Date & Time.....

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Company Registration Number& CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed..... Date.....

Name..... Position.....

Tenderer.....



T.22

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....



T.23

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
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T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

Name..... Position.....

Tenderer.....



T.24

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....

T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

Change the employer's or the tenderer's risks and responsibilities under the contract, or

Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

.....



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

Fixed obligations

Value-related obligations

Time-related obligations

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):

.....% (insert percentage).

SIGNED ON BEHALF OF TENDERER:



T.27

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE

T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date_____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____	_____	_____
Full Names	Signature	Date

2. _____	_____	_____
Full Names	Signature	Date



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 K MBD 4.**DECLARATION OF INTEREST**

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

The bidder is employed by the state; and/or

The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1. Full Name of bidder or his or her
representative:.....
- 2.2. Identity
Number:.....
- 2.3. Position occupied in the Company
(director, trustee, shareholder²):.....
- 2.4. Company registration number:.....
- 2.5. Tax Reference
Number:.....

T2.2 A

- 2.6. VAT Registration
Number:.....

T2.2 B

- 2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);

Any municipality or municipal entity;

Provincial legislature;

National Assembly or the national Council of provinces; or

Parliament.

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

2.1. Are you or any person connected with them bidder YES ☐ NO ☐
presently employed by the state?

2.1.1. If so, furnish the following particulars:

Name of person / director / trustee/ shareholder/ member:

.....

Name of state institution at which you or person
connected to the bidder is employed:

.....

Position occupied in the public institution:

.....

Any other particulars:

.....

.....

.....

2.1.2. If you are presently employed by the state, did you obtain ☐ YES ☐ NO
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.1.2.1. If yes, did you attached proof of such authority to the bid YES ☐ NO ☐
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.1.2.2. If no, furnish reasons for non-submission of such proof:

.....

.....

.....

☐ ☐



CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

2.2. Did you or your spouse, or any of the company's directors/ trustees/ YES NO
shareholders/ members or their spouses conduct business with the state in
the previous twelve months?

2.2.1. If so, furnish particulars:

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

2.3. Do you, or any person connected with the bidder, have any relationship YES ☐ NO ☐
(family, friend, other) with a person employed by the state and who may be
involved with the evaluation and or adjudication of this bid?

2.3.1. If so, furnish particulars:

.....
.....

2.4. Are you, or any person connected with the bidder, aware of any ☐ YES ☐ NO
relationship (family, friend, other) between any other bidder and any
person employed by the state who may be involved with the evaluation and
or adjustment of this bid?

2.4.1. If so, furnish particulars:

.....
.....

2.5. Do you or any of the directors/ trustees/ shareholders/ members of the
company have any interest in any other related companies whether or
not they are bidding for this contract?

2.5.1. If so, furnish particulars:

.....
.....

Full details of directors/ trustees/ members/ shareholders.

Full Names	Identity Number	Personal Reference Number	Tax Number	State Number/ Number	Employee Persal Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



T.33
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 L MBD 6.1

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

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

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

GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
Price; and
B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.7

DEFINITIONS

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

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

“prices” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 - \frac{P_t - P_{\min}}{P_{\min}}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid



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POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points(80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

What percentage of the contract will be subcontracted.....%

The name of the sub-contractor.....

The B-BBEE status level of the sub-contractor.....

Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....**8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:**

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

disqualify the person from the bidding process;

recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years,

after the *audi alteram partem* (hear the other side) rule has been applied; and
forward the matter for criminal prosecution.

T2.1 M MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

is the imported content in Rand

is the bid price in Rand excluding value added tax (VAT)

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

**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
	%
	%
	%

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency**Rates of exchange**

US Dollar

Pound Sterling

Euro

Yen

Other

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.



T.41

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

The facts contained herein are within my own personal knowledge.

I have satisfied myself that:

the goods/services/works to be delivered in terms of the above-specified bid
comply with the minimum local content requirements as specified in the bid,
and as measured in terms of SATS 1286:2011; and

The local content percentage (%) indicated below has been calculated using the formula
given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph
4.1 above and the information contained in Declaration D and E which has been
consolidated in Declaration C:

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

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

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

I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: **DATE:** _____

WITNESS No. 1 **DATE:** _____

WITNESS No. 2 **DATE:** _____

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:

certify, on behalf

of: _____ that: (Name of Bidder)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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:

has been requested to submit a bid in response to this bid invitation;

could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

geographical area where product or service will be rendered (market allocation)

methods, factors or formulas used to calculate prices;

the intention or decision to submit or not to submit, a bid;

the submission of a bid which does not meet the specifications and conditions of the bid; or

bidding with the intention not to win the bid.

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.

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.

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.

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



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE

T2.1 O CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;

communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;

cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;

enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;

offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:



CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

T2.1 O CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;

communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;

cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.

enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;

offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005

CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

T2.1 P COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Makhuduthamaga Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer's misrepresentation.



CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

T2.1 Q REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and

whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:

R10 million in respect of contractors who mainly perform Civil Engineering Services.

R2,5 million in respect of labour-only subcontractors

R10 million in respect of Manufacturers

R15 million in respect of Suppliers

R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and

R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;

women, or

disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:	10%
ABE support	:	25%

The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

K3 Preferential Procurement Point System Policy

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy

K4 Contract Participation Performance (CPP)

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

K5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY****LIM473/PARKING-BAYS/21/22/005****CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE****T2.1 R EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS****POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN
PARAGRAPH 2.8.**

Ownership	Percentage owned	Points claimed
1.1 Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")	%	
1.2 Equity ownership by women	%	

DECLARATION WITH REGARD TO EQUITY

- 2.1 Name of firm :
- 2.2 VAT registration number :
- 2.3 Company registration number :

2.4 TYPE OF FIRM

☐	Partnership
☐	One person business / sole trader
☐	Close corporation
☐	Company
☐	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

2.6 COMPANY CLASSIFICATION

☐	Manufacturer
☐	Supplier
☐	Professional service provider
☐	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]



T.51

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

T2.1 S OTHER RETURNABLE DOCUMENTS:

Not limited to the following: A valid original tax clearance certificate; Copy of Company Registration Certificate; JV Agreement (if applicable); Proof of registration with CIDB; Copy of municipal rates and taxes (not older than 3 months); Certified copies of directors/shareholders/members; Certified copy of BBBEE certificate



T.52

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO



T.53

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

2.9 Consortium / Joint Venture

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO:



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

The information furnished is true and correct.

The Equity ownership claimed is in accordance with the applicable preference point system.

In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

If the claims are found to be incorrect, the Makhuduthamaga Municipality may, in addition to any other remedy it may have –

recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 SIGNATURE(S) of TENDERER(S)

2 DATE:

ADDRESS:

.....

.....

.....



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RDP1(E) SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

Note: The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

Labour is defined as hourly paid personnel.

The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:



T.57

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representivity at directorship level.

SIGNED ON BEHALF OF THE TENDERER

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 30%. Refer Form T2.1 K, item 2.4(b). It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDIs as percentage of total %

Notes to tenderer:

If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.

The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.

Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER



T.59

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RDP5(E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.



T.60

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



T.61

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



T.62

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RDP8(E) ENGINEERING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



T.63

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.64
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.65
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.66



T.64

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES

Tender No:

Closing Date:

DECLARATION OF GOOD STANDING REGARDING TAX

PARTICULARS

Name of Taxpayer/Tenderer:

Trade Name:

3. Identification Number: (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income Tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number: (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number: (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

8. Monetary value of tender:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DECLARATION

I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

Have been satisfied in terms of the relevant Acts; or

That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*

.....

.....

.....

SIGNATURE

CAPACITY

DATE

PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the employer.

DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

Name of Bank:

Branch of Bank

Town/city/suburb where bank is situated

Contact Person at the Bank:

e) Telephone number of Bank: Code: Number:

Account Number:

Bank rating (include confirmation from bank or financial institution):

.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE:



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

Written proof of his registration with the CIDB as the relevant Category 3CE/GB or
Higher Or

Written proof of his application to the CIDB for registration as a contractor in the
category listed above.

Note:

Failure to affix such documentation as prescribed to this page shall result in this tender
not being further considered for the award of the contract.

Should this tender be considered for award of the contract, based on proof of submission
of application for registration in the appropriate category with the CIDB, and should
proof of such subsequent registration not be forthcoming to the employer by the time of
award of the contract, then this tender will no longer be considered for the award of the
contract.



T.67

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

T2.3 A	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.68
T2.3 B	RATES FOR SPECIAL MATERIALS	T.69



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE**

T2.3 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT) DURATION.....(MONTHS)	

SIGNED ON BEHALF OF TENDERER:



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

T2.3 B RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumens.

SIGNED ON BEHALF OF TENDERER:.....



C.1

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION OF
PARKING BAYS AT MAIN OFFICE**

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

PARTC1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.7
C1.3	PERFORMANCE GUARANTEE	C.11
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.13
C1.5	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.15
C1.6	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.16
C1.7	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.17
C1.8	CONTRACT DATA	C.23



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT No. LIM473/PARKING-BAYS/20/21/03: CIVIL ENGINEERING/BUILDING CONTRACTORS FOR THE CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX
IS (CONTRACT PRICE)**

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

Rand (in words); (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization)

Name and
signature of
witness

Date

Acceptance



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005**

CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

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:

PARTC1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PARTC3 Scope of work

PARTC4 Site information

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

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

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 at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives 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 or organization)

Name and
signature of
witness

Date:



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name and
signature of
witness

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name and
signature of
witness

Date:



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF
SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.**

This AGREEMENT made at on this day of in the year between Makhuduthamaga Local Municipality (hereinafter called “the Employer” on the one part, herein represented by in his capacity as and delegate of the Employer and (herein after called “the Principal Contractor”) of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No.:...../...../.....for (description of contract)..... in the District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:

the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2010 (Second Edition) as issued b the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2010”), as contained in the contract documents pertaining to this contract, or

the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2010.

The Principal Contractor declares himself to be conversant with the following:-

All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.

Section 8: General duties of employers to their employees.

Section 9: General duties of employers and self-employed persons to persons other than employees



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Section 37: Acts or omissions by employees or mandatories and

Sub-section 37(2) relating to the purpose and meaning of this Agreement.

Construction Regulations 2003, and other safety regulations, as applicable.

The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.

The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.

The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.

The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager

for....., with
effect from until further notice.



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

Control, manage and direct employees at the Mine (borrow pit or quarry).

Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.

Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.

Ensure and maintain a healthy and safe mine environment for all persons.

Ensure an adequate supply of health and safety equipment and facilities.

Staff the Mine, with due regard to health and safety.

Provide health and safety training as far as reasonably practicable to all employees.

Initiate, prepare and implement codes of practice, relating to health and safety.

Maintain an effective risk identification and management system.

Ensure the effective maintenance of hazard identification and medical monitoring records.

Prepare and or review the Health and Safety Policy for the Mine.

Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.

Ensure compliance with relevant environmental legislation.

Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.

Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.



C.10

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005**

CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE: DATE:.....

Copy to: The Chief Inspector - Department of Minerals and Energy



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C1.3 PERFORMANCE GUARANTEE

MUNICIPAL MANAGER
Makhuduthamaga Municipality
Private Bag X434
Jane Furse
1085

CONTRACT.....

I/We, the undersigned,

.....

acting herein in my/our capacity as

.....

..... and as such duly
authorized to represent

.....(Hereinaft
er referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said
Guarantor for the

obligations of

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract
between the Municipal Manager of Makhuduthamaga Municipality and the said Contractor,
and/or for the refund by the Contractor of any excess payments to the Contractor not due
and which cannot be recovered from the amount of the retention money to the credit of the
Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010,
and do further bind the Guarantor as surety and co-principal debtor with the Contractor for
any other amounts which may become payable to the said Municipal Manager from any
cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
(..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and
conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

.....

or such portion thereof as may be demanded immediately on receipt of a written demand
from you in terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate
under your hand shall be sufficient and satisfactory evidence as to the amount of the
Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to
be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become
due and payable by the Contractor to the Municipal Manager have been paid and you or the
said Municipal Manager shall always be entitled without your or the Municipal Manager's
rights being affected, to release securities, to give time, to compound or to make any other



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arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2010.

SIGNED at on this day of
20.....

AS WITNESSES:

1. GUARANTOR

ADDRESS:

.....

2.

ADDRESS:

.....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT,
(ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made aton this theday
ofin the year..... between
MAKHUDUTHAMAGAMUNICIPALITY (hereinafter) called “the Employer”) of the one part,
herein represented by in his capacity as
.....and delegate of the Employer in terms of the Employer’s
standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and
.....in his capacity as
and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed as stated above and
has accepted a tender by the Contractor for the construction, completion and maintenance of
such works and whereas the Employer and the contract have agreed to certain
arrangements and procedures to be followed in order to ensure compliance by the
Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as
amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997)), the Mineral
Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable
Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Contractor declares himself conversant with all the requirements, regulations and
standards of the said Acts and Amendments of the Acts, as well as with the
procedures and safety rules of the Employer as pertaining to the Contractor and
all his Sub-contractors.

The Contractor accepts responsibility for compliance with all the requirements,
regulations and standards of the Acts and Amendments of the Acts, as well as
with the procedures and safety rules of the Employer as pertaining to the
Contractor and all his Sub-contractors.

The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine /
borrow pit / quarry), shall undertake all the duties and accept all the
responsibilities of the owner in compliance with the said Acts, Amendments and
its Regulations.

The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a
Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person
and a Competent Person in Charge of Machinery who shall undertake the duties
as delegated to them in terms of their appointments.

The Contractor shall himself obtain the necessary authorisation for mining, quarrying,
blasting and crushing for all the borrow pit sites.

The Contractor shall assume responsibility for the Environmental Management
Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and
shall ensure that the sites are rehabilitated at the conclusion of the contract.



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.

This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy)

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

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.....

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.....

NAME (Print): NAME (Print):



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

**C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND
SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE
HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, in my capacity as
Municipal Manager of the Employer, MAKHUDUTHAMAGA MUNICIPALITY who is the
owner of the Mine(s) state name(s) or state "to be worked under the requirements of the
above mentioned Acts, hereby, in terms of Section3(1) of the Act (as amended) appoint
.....in his capacity as of the
Contractor, of address:..... and
contact number:..... to perform all functions entrusted to the
Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project
no.:.....for
.....
.....

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I,..... having been appointed in terms of Section 4 of
the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3
of the act, as amended, hereby appoint in his capacity as
.....of the Contractor.....as Manager, who, in
terms of Section 3 of the Act, as amended, will be responsible for the day to day
management and operation of the mine(s).

SIGNED:

DATE:.....

WITNESS: 1. 2.

NAME (Print):1. 2.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

“used as a noun-

any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or

any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another

a works; and

used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.

whether that substance is in solid, liquid or gaseous form;

that occurs naturally in or on the earth, in or under water or in tailings, and

that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or

Training at any central rescue station, or

The making, repairing, re-opening or closing of any subterranean tunnel, or

Any operations necessary in connection with any of the operational listed in this paragraph.



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT
No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday of
.....in the year..... between MAKHUDUTHAMAGA
MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by in his capacity
as.....and delegate of the Employer in terms of the Employer’s
standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and
.....in his capacity as
and being duly authorised by virtue of a resolution appended hereto as a resolution
appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title)
and has accepted a tender by the Contractor for the construction, completion and
maintenance of such works and whereas the Employer and the contract have agreed to
certain arrangements and procedures to be followed in order to ensure compliance by the
Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as
amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The contractor shall obtain the Mining Authorisation for the particular site where mining
activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as
amended, are to be conducted.

The contractor shall assume responsibility for the Environmental Management
Programme (EMPR) in respect of the site and shall ensure that the site is
rehabilitated at the conclusion of the contract.

The contractor declares himself to be conversant with:

all the requirements, regulations and standards of the Act, together with its
amendments.

the procedures and safety rules of the Employer as pertaining to the
Contractor and to all his sub-contractors.

The contractor is responsible for the compliance with the Act and its amendments by all
his subcontractors, whether or not selected and/or approved by the Employer.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.....

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.....

NAME (Print): NAME (Print):



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed
on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT
NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMEUREMENT ACT (ACT
NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract no **for the**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and

To the extent that is reasonable, you must ensure that every employee is properly trained:

In the measures necessary to eliminate, control and minimise those risks to health and safety.

In the procedures to be followed to perform the employee's work.

To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.

To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:.....

WITNESS: 1. 2.

NAME (Print): 1. 2.....

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:.....

WITNESS: 1. 2.

NAME (Print): 1. 2.....



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed
on Contractors letter head)

APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETANT PERSON:
REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE
HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH
AND SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been
appointed in terms of Section 3(1) of the Act (as amended), by the Director: Infrastructure
and Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to
be worked under the requirements of the above mentioned Acts hereby, in terms of
Regulations 2.12.2 and 2.12.6 of the Act as amended, appoint
..... as Competent Person responsible for mine
survey for the Contractor,

..... of address

and contact number, on all contracts in the Limpopo Province that are
undertaken by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005**

**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed
on Contractors letter head)**

**APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH
AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND
SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

C1.8 CONTRACT DATA

C1.8.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2nd Edition 2010) published by the South African Institution of Civil Engineering.

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The employer is the Makhuduthamaga Local Municipality .
1.2.1	The employer's address for receipt of communication is: Telephone: 013) 265 8660 facsimile: (013) 265 1975 e-mail: nancyr@makhuduthamaga.gov.za Address: Private Bag X434, Jane Furse, 1085
1.1.1.6	
1.2.1	
1.1.1.12	The special non working days are public holidays, Saturdays and Sundays.
1.1.1.1	The year-end break commences on 13 th December 2019 and ends on 06 th January 2020
3.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. Approval from Makhuduthamaga Municipality for the utilization of any Contingencies.
6.2	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.
6.2	The amount of the Guarantee is to be 10% of the Contract Price.
6.2.2	The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance.
5.3	The Works are to be commenced within 14 days of the Commencement Date taken as Date of Site Hand-over.
5.6	The Works programme is to be delivered within 14 days of the Commencement Date taken as Date of Site Hand-over.



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Clause																			
8.6	The amount to be included in the sum insured to cover the value of:																		
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R.....																		
8.6.1.1.3	b) Professional fees not included in the Contract Price is R.....																		
8.6.1.3	The limit of the liability insurance required is equal to the contract price.																		
8.6.1.5	The following additional and varied insurances are required: Insurance of the works, Contract Price plus 10% of the contract price. (CAR & SASRIA.)																		
6.5.1	Daywork allowances as tendered in Section 100 of the Bill of Quantities: Materials at cost plus 10%.																		
5.5.1	The Works shall be completed within 4 months as envisaged by the employer.																		
5.13.1	The penalty for delay is 0.1% of the contract sum per working day or part thereof.																		
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where The value of “x” is 0,150 The values of the co-efficients are: (1 x) aLt Lo bEt Eo cMt Mo dFt Fo 1 CPA : Estimate more than R10 000 000. <table><tr><td>New Road Construction</td><td>Rehabilitation</td><td>Labour Intensive</td></tr><tr><td>x = 0,150</td><td>...</td><td>...</td></tr><tr><td>a = 0,25</td><td>0,26</td><td>0.42</td></tr><tr><td>b = 0,30</td><td>0,30</td><td>0.40</td></tr><tr><td>c = 0,37</td><td>0,37</td><td>0.13</td></tr><tr><td>d = 0,08</td><td>0,07</td><td>0.05</td></tr></table> “L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa. “P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa. “M” is the “Materials Index” and shall be the price index for “Civil	New Road Construction	Rehabilitation	Labour Intensive	x = 0,150	...	...	a = 0,25	0,26	0.42	b = 0,30	0,30	0.40	c = 0,37	0,37	0.13	d = 0,08	0,07	0.05
New Road Construction	Rehabilitation	Labour Intensive																	
x = 0,150	...	...																	
a = 0,25	0,26	0.42																	
b = 0,30	0,30	0.40																	
c = 0,37	0,37	0.13																	
d = 0,08	0,07	0.05																	

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Clause	
	Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa. “F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa. The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls. The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates. If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates. The urban area nearest the site is Jane Furse. The base month is February 2021.
6.8.3	The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor. Specified on Form T2.3 D. The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the tender sum (excl CPA and VAT).
6.10.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
6.10.4	Minimum amount of interim payment certificate is R150 000-00.
6.10.5	A Retention Money Guarantee is not permitted.



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Clause										
1.1.1.13.1&7.8.1	The Defects Liability Period is twelve (12) calendar months after final completion date.									
10.8.1	Disputes are to be referred to mediation.									
58.4	Disputes are to be referred for final settlement to arbitration.									
Special Clause in terms of Local Municipality	Requirements in terms of government’s reconstruction and development programme. Target values In this contract the minimum target values shall be as follows: <table><tr><td>Labour Maximisation</td><td>:</td><td>10%</td></tr><tr><td>ABE support</td><td>:</td><td>10%</td></tr><tr><td>HDI Supervisory Staff</td><td>:</td><td>10%</td></tr></table> The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable.	Labour Maximisation	:	10%	ABE support	:	10%	HDI Supervisory Staff	:	10%
Labour Maximisation	:	10%								
ABE support	:	10%								
HDI Supervisory Staff	:	10%								



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Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is
1.2	The contractor's address for receipt of communication is: Telephone: Facsimile: e-mail: Address:
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
42.1	The Works shall be completed within months as proposed by the contractor.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in the schedule on page T2.3 B.



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C1.8.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2010 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

the form and nature of the Site and its surroundings, including subsurface conditions,

the hydrological and climatic conditions.

the extent and nature of work and materials necessary for the execution and completion of the Works,

the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and

provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender



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Documents, or Construction Equipment equivalent thereto, are on the site when required.”

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

4.4. SUBCONTRACTING

Add the following subclauses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and

the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment



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

4.9.3 Constructional plant brought to the site by the subcontractor

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

TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following subclause:

- 5.4.4** "If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof."

5.14 COMPLETION

Delete the following:

"5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5"

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"

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“Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Variations exceeding 30% per cent Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”



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PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.33
C2.2	BILL OF QUANTITIES	C.37
C2.3	SUMMARY OF BILL OF QUANTITIES.....	C.68
C2.4	CALCULATION OF TENDER SUM.....	C.69



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C2.1 PRICING INSTRUCTIONS

For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

- Unit:** The unit of measurement for each item of work as defined in the standard specifications or the project specifications.
- Quantity:** The number of units of work for each item.
- Rate:** The payment per unit of work for which the tenderer tenders to do the work.
- Amount:** The product of the quantity and the rate tendered for an item.
- Lump Sum:** An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.



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The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. 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 actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.

The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.

Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled



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bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.



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Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.



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CDS Supplier Number.....

CDS UNIQUE NUMBER.....

C2.2**BILL OF QUANTITIES**

ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR) (Excl. VAT)
	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
A1		Fixed-charge items				
A1.1	8.3.1	Contractual requirements	Sum	1		
		Establish facilities on the Site				
	SANS 1200 AB					
A1.2	8.3.2	Facilities for Engineer:				
A1.2.1		Office and furniture for Engineer	Sum	1		
A1.2.2		Protective clothing	Sum	1		
A1.3	8.3.2	Facilities for Contractor:				
A1.3.1		Offices and storage sheds	Sum	1		



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A1.3.2		Workshops	Sum1			
A1.3.3		Laboratories	Sum1			



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A1.3.4		Living accommodation	Sum	1		
A1.3.5		Ablution and latrine facilities at both sites	Sum	1		
A1.3.6		Tools and equipment	Sum	1		
A1.3.7		Water supplies, electric power and communications	Sum	1		
A1.3.8		Dealing with water	Sum	1		
A1.3.9		Access	Sum	1		
A1.3.10		Fencing and Security for Site Establishment	Sum	1		
A1.4		Access to and around works	Sum	1		
A1.5	8.3.3	Other fixed-charge obligations	Sum	1		
A1.6	8.3.4	Removal of Site establishment on completion	Sum	1		
A1.7		Health and safety:				
A1.7.1	8.2.1	General safety obligations	Sum	1		

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A1.7.2	8.2.2	Risk assessment	Sum	1		
A1.7.3	8.2.3	Health and safety plan	Sum	1		
A1.7.4	8.2.5	Training	Sum	1		
A1.7.5	8.2.6	Medical assessment of employees	Sum	1		
A1.7.6	8.3.3	Necessary induction and other compliance to the Health and Safety requirements applicable to the site	Sum	1		
A2	SANS 1200A	Time-related items				
A2.1	8.4.1	Contractual requirements	Sum	1		



C.41

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A2.3.1		Offices and storage sheds	Sum	1		
A2.3.2		Workshops	Sum	1		
A2.3.3		Laboratories	Sum	1		
A2.3.4		Living accommodation	Sum	1		
A2.3.5		Ablution and latrine facilities at both sites	Sum	1		
A2.3.6		Tools and equipment	Sum	1		
A2.3.7		Water supplies, electric power and communications	Sum	1		
A2.3.8		Dealing with water	Sum	1		
A2.3.9		Access	Sum	1		

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A4.1		Materials testing at independent laboratory	Prov. Sum	1	4000	
A4.2		Commission on Item A4.2 (State % and extend as an amount)	%			
A6	8.1.2	Compliance with the requirements of the Environmental Management Plan for the duration of the Contract	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: SITE CLEARANCE						



C.43

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			BILL A: PRELIMINARY AND GENERAL			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR) (Excl. VAT)
	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
A1.3.3		Laboratories	Sum	1		

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BILL NO.1:MASONRY BOUNDARY WALL

			BILL NO.1:MASONRY BOUNDARY WALL			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	RATE (ZAR)		AMOUNT (ZAR)
		BILL NO. 1: MASONRY WORKS				
3.0	SANS 1200 D	EARTHWORKS				
	8.3.2	EXCAVATION				
3.3		Excavate for 230 wide masonry wall foundations	m ³	16		
	8.3.2(b)	Extra over items 3.1, 3.2, and 3.3 for excavation in:				
3.4		Intermediate material	m ³	4		
3.5		Hard rock material	m ³	3		
3.6	8.3.5	Extra excavation in all materials to provide working space	m ²	10		
3.7		Rip and compact 150mm <i>in situ</i> layer of the foundation bottom to 93% MOD AASHTO (only in soft soils)	m ²	14		
3.8	8.3.8.1c	Existing Services				
		Hand excavations for location and exposing existing services:				
		b) In all other areas	m ³	5		
		BACKFILLING				
3.9		Backfill after casting concrete using excavated materials in:				
3.10		230 wide masonry wall foundations	m ³	2		



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PARKING BAYS AT MAIN OFFICE**

TOTAL CARRIED FORWARD TO SUMMARY: EARTHWORKS						

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ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO. 1: MASONRY BOUNDARY WALL			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 1: MASONRY WORKS				
4.0	SANS 1200 G	CONCRETE (STRUCTURAL)				
	8.1.3	CONCRETE				
	8.4.2	Blinding layer in 15 Mpa/19mm concrete				
4.4		230 Wall footings	m ³	10		
4.5		400x400x400 Deep concrete pier for steel columns	m ³	9		
4.6		110 concrete slab for 2500litre Jojo tanks	m ³	12.5		
	8.1.2	REINFORCEMENT				
	8.3.2	High -tensile welded mesh reinforcement				
4.10		Type reference 193 in standard sheets	m ²	12.5		
	8.5	JOINTS				



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OF PARKING BAYS AT MAIN OFFICE**

	PS 4	TEST BLOCKS				
		Making and testing 150 x 150 concrete strength test cubes in accordance with SANS 5863	No	3		
TOTAL CARRIED FORWARD TO SUMMARY: CONCRETE (STRUCTURAL)						

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ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO. 1: MASONRY BOUNDARY WALL			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 1: MASONRY BOUNDARY WALL				
5.0	MPT 2008	BRICKWORK				
		PREAMBLES				
		The items in this section of bill of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the "Model Preambles of Trades 2008" and Supplementary Preambles incorporated in this Bill of Quantities				
		FOUNDATIONS				
		Brickwork in 230mm solid walls				
5.1		Brickwork of industrial clay bricks or ROK clay bricks (14 MPa nominal compressive strength) in class II mortar	m ²	25		
		SUPERSTRUCTURE				
		Brickwork in 230mm solid walls				
5.2		Brickwork of face brick aesthetic (14 MPa nominal compressive strength) in class II mortar	m ²	25		
		BRICKWORK SUDRIES				
5.4		2.5mm thick brickwork reinforcement/brick force, 150mm wide reinforcement built in horizontally	m	160		
TOTAL CARRIED FORWARD TO SUMMARY: BRICKWORK						



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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-
BAYS/21/22/005 CONSTRUCTION OF PARKING BAYS AT MAIN
OFFICE**

ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO.2:PARKING			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: PARKING				
2.0	SANS 1200C	SITE CLEARANCE				
2.1	8.2.1	Clear and grub footprint of the parking area and remove to dumping site located within 2 km.	ha	1160		
	a)	Remove topsoil over footprint of the parking area to a nominal depth of 150mm and stockpile	m ³	174		
	8.2.9	Cart materials and debris to nearest dump site	m ³	174		
TOTAL CARRIED FORWARD TO SUMMARY: SITE CLEARANCE						



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ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO.2:PARKING			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: EARTHWORKS				
	SANS 1200D	SECTION C: EARTHWORKS				
3	8.3.2	EXCAVATION				
3.1		Excavation in all materials to correct dimensions and depth, and stockpile for backfilling				
3.1.1		Excavate to base of pad footings	m ³	174		
3.1.2		Excavate for storm water drainage channel	m ³	6		
3.1.3		Extra Over for excavation in intermediate rock	m ³	6		
3.2		Rip, shape to suit a required longitudinal slope (fall) and re-compact the existing or in-situ material to 93% of modified AASHTO density	ha			
3.3		One layer of 150 mm fill G5 material from commercial sources	m ³	180		
		Backfill and compaction to 95% Mod AASHTO density after casting concrete using excavated materials in:				
TOTAL CARRIED FORWARD TO SUMMARY: EXCAVATION					R	



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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO.2:PARKING			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: PARKING				
	SANS 1200G	Concrete				
4		Preparation of surfaces to receive concrete.	m ²	12		
4.1	8.1.1	Formwork				
		Strength concrete: 20 MPa/19 mm				
4.1.1	8.2.1	Rough formwork	m ²	154		
		Storm water drainage channel	m ³	6		
4.4	8.1	Joints				
4.4.1		Horizontal contraction joints in storm water drainage channel	m	10		

TOTAL CARRIED FORWARD TO SUMMARY: CONCRETE	
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

		BILL NO.2:PARKING				
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
	SANS 1200 MJ	SECTION : SEGMENTED PAVING				
5	8.2	Scheduled Items				
5.1	8.2.1	Provision of edge restraint				
5.2		Edging type E1	m	52		
5.3		Edging type E3	m	71		
5.4	8.2.2	Construction of paving complete	m ²	2560		
5.5	8.2.3	Cutting Units to Fit Edge Restraint	m	100		
TOTAL CARRIED FORWARD TO SUMMARY: SEGMENTED PAVING						



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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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PARKING BAYS AT MAIN OFFICE**

ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO.2:PARKING			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: PARKING				
6	SANS 1200H	SECTION F: STRUCTURAL STEELWORK				
6.1		Supply and fabrication				
		Supply and fabrication of steelwork complete with all the necessary cleats, brackets, gussets, packs, bolts, corrosion protective coating etc., including preparation of shop detail drawings and providing steel grade test certificates as follows, using steel to SANS 1431 Grade S355JR:				
6.1.1		Structural mild steel elements for 58 parking bays	t	32		
6.2		Roof Sheeting				
6.2.1		Concealed Fix Klip-Lok 700, 0.58mm thick heavy industrial Z275 spelter galvanised steel sheeting with accessories fixed to steel purlins.	m ²	540		
TOTAL CARRIED FORWARD TO SUMMARY: STRUCTURAL STEELWORK						



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MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C2.3 Schedule of Quantities

C2.3.1 Summary

SUMMARY OF SCHEDULES

Section	Description	Amount	
SUB-TOTAL 1		R	

C2.3 CALCULATION OF TENDER SUM

SUB-TOTAL 1	R	
Contingency @0%	R	
SUB-TOTAL 2	R	
ADD 15% of sub-total 1 for VALUE ADDED TAX (VAT)	R	
TOTAL CONSTRUCTION COST	R	

Note : Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

THE CONTRACT

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS.....
C3.2	ENGINEERING
C3.3	PROCUREMENT
C3.4	CONSTRUCTION.....
C3.5	MANAGEMENT OF THE WORKS.....

**C3.1 DESCRIPTION OF WORKS****C3.1.1 Employer's Objectives**

The employer's objective is to upgrade Marishane Sports Complex, ensure greater investment in infrastructure, build a sustainable revenue base, improve good governance, contribute to the improvement of health and safety of the community and develop higher level of service while making optimum use of local labour, and creating jobs for locals during construction and creating business opportunities for local contractors and SMME's. The project implementation will be designed to maximise EPWP sector quotas and opportunities

C3.1.2 Overview and Location of Works

The project is described as the upgrading of Marishane Sports Complex. The proposed facility is located on the North Western side of Jane Furse within the jurisdiction of the Makhuduthamaga Local Municipality area in Sekhukhune District Municipality of Limpopo Province.

C3.1.3 Extent of Works

Construction of the works;

Clearing and grubbing of the works area;

Excavation in the area of the works to the required levels;

Earthworks including the importing, backfilling and compaction of layer works;

Profiling of the natural ground level, following completion of the new installations, of the areas along the perimeter of the works;

Removal of topsoil;

Excavation for masonry wall strip footings;



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Structural concrete works and brickwork.

C3.2.2 New staff parking

The new and additional staff parking will cover a total area of 2560m², is to be designed and constructed to accommodate a minimum of 58 parking bays with two parking bays for disabled people. The following key activities are highlighted:

Construction of the new parking;

Clearing and grubbing of the works area;

Removal of topsoil;

Sloping of the site to required levels;

Layer works (including backfilling and compaction);

Excavation of foundations

Concrete works;

The parking area to be paved with class 25 interlocking concrete units as per SANS 1058;

Storm water drainage system to be provided;

Carports to be made of light structural steel covered with chromadeck IBR sheeting

Develop a skills transfer training schedule for EPWP LIC participants on the project.

Project management and fulltime supervision during construction stage.

Completion/Close-out Report and As-built drawings and maintenance plan

Unbundling report

NB: The following parameters should be maintained in the proposal.

Appropriate form and function

The parking area should be clearly marked to designate parking spaces and to direct traffic flow. As specified in the Manual on Uniform Traffic Control Devices (MUTCD), parking on public streets should be marked out by using white traffic paint, except for dangerous areas, which should be marked in yellow. However, yellow lines are commonly used in off-street parking lots.

Suitable location

Cost effectiveness

C3.1.5 Temporary Works

The Contractor is to set up a site office for his use as well as for the Engineer's use. The contractor shall submit proposals relating to the site offices and infrastructure to Engineer for approval. The site office to meet the relevant

**CONSTRUCTION OF PARKING BAYS AT MAIN
OFFICE** sanitation requirements.

At the end of construction, the temporary works to be dismantled and the site restored as far as possible to what it is.

C3.1.6 General Information**C3.1.6.1 Drawings**

The reduced drawings contained in Annexure C5.2 that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts Tendered for the various items of work for which these services are required.

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts Tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications 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.

C3.1.7.2 Applicable labour laws

Sectorial determination 2: Civil engineering sector

C3.2 ENGINEERING

C3.2.1 Design

The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

Detail description of Works

General Works

Sign Gantries.



C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 The Contractor's attention is drawn to the following returnable schedules contained in Part T2:

Empowerment and Preferential Procurement and

Enterprise Declaration Affidavit

C3.3.1.2 These schedules contain all requirements with regard to preferential procurement.

C3.3.2 Subcontracting

The Contractor is obliged to utilise any subcontractors specifically nominated by the Contractor, where in the opinion of the employer the contractor cannot provide a subcontractor that is deemed to be insufficiently experienced and can not perform the task at a reasonable market related price.

The Contractor may be required to utilise local subcontractors for the completion of unskilled labour based sections of the works.

The Contractor is responsible for work executed by subcontractors on his behalf.

The Engineer will not negotiate directly with subcontractors and all challenges relating to payments, programming, workmanship, etc., are matters between the Contractor and his subcontractors.

C3.4 CONSTRUCTION

PROGRAM OF WORK

Construction Program

A detailed program in terms of the GCC 2nd Edition (2010) Clause 5.6, complete with a cash flow budget for the execution of the works must be made available to the Engineer for approval within 14 days after the commencement date. Aspects that will require co-ordination with the Employer must be indicated clearly and provision must be made for it in the program.

It will be an explicit requirement of the contract that this program is updated monthly and submitted to the Engineer at least two days prior to the site progress meeting.

When the work must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be coordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors or to employees of the Employer.

The contractor shall allow for the presence on site of other contractors engaged with other contracts on the same site. He shall assure them of access to their places of work and make allowance for short delays while they perform certain work.

No work of a permanent nature may be executed before the program has been approved by the Engineer.



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

The Engineer retains the right to alter, as circumstances may require, the sequence in which installation is to be executed. Such alterations will only be made after consultation with all parties concerned.

Subject to any requirements in the Specification as to completion of any portion of the Works, it shall be completed within the times mentioned at the end of the Bill of Quantities, subject to any extension of time that may be granted in accordance with the Contract.

ii) Extension of Time due to Inclement Weather

The Contractor shall be responsible for keeping accurate records of weather conditions in the Daily Site Diary to use as substantiation of any claim for extension of time in accordance with GCC 2nd Edition (2010), Clause 5.12. The Contractor will inform the Engineer when he is unable to proceed with the Works in accordance with the approved Contract Program. Subject to the approval of the Engineer, the rainfall and other relevant notes will be noted in the Daily Site Diary for the applicable day/s. After the event the Contractor shall provide a revised Contract Program motivating if the delay affects his schedule to the extent that he will need to motivate for an extension of time in accordance with the relevant GCC (2010), 2nd Edition Clause 5.12. The Engineer, together with the Employer, will be responsible for granting the extension of time.

Extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formulae given below, separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the Contract plus any granted extension thereof:

$$V = (Nw - Nn) R_w/R_n \text{ if } (Nw - Nn) > 0$$

The symbols shall have the following meanings respectively:

= Extension of time in calendar days in respect of the calendar month under consideration.

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

Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of 10 mm or more has been recorded for the calendar month.

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

Rn = Average rainfall in mm for the calendar month under consideration as determined from existing rainfall records.

When calculating extension of time for a part of a month pro rata values of Rn and Nn shall be used.

The factor R_w/R_n shall be deemed to be a fair allowance for days on which wet conditions disrupted or prevented work, but on which a rainfall of 10 mm or more was not recorded. If the value of R_w/R_n exceeds 2,5 it shall be taken as 2,5.

If Nw for any month is smaller than Nn, the formula used shall be

$$V1 = (Nn - Nw)$$

The total extension of time for completion shall be the sum of the values of V, minus the sum of the values of V1.

Total extension of time = $V - V1$

The following information regarding existing rainfall records obtained from a rainfall station near the Sites, is given:

Rainfall District:

Jane Furse

CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Period:

2008 - 2011

<i>MONTH</i>	<i>Nn (Days)</i>	<i>Rn (mm)</i>	<i>MONTH</i>	<i>Nn (Days)</i>	<i>Rn (mm)</i>
January	9.7	62.7	July	2.3	2.1
February	6.0	16.0	August	1.7	1.8
March	5.3	29.3	September	1.5	0.6
April	7.3	36.0	October	5.0	29.5
May	2.5	2.3	November	10.0	91.9
June	2.5	2.4	December	.3	103.7
YEARLY AVERAGE				63	378.3

b) ERECTION, INSTALLATION, ADJUSTMENT AND OPERATION

The Contractor shall be responsible for ensuring that any work by his own staff or any sub-contractor working for him is carried out to his satisfaction and that the equipment meets all the requirements of the Specification as well as of all laws and all statutory regulations applicable to the Works.

All connectors such as anchor bolts (cast in situ or grouted), expansion bolts, base plates, etc, shall be designed by the Contractor to suit the equipment supplied by him and to ensure compliance with these Specifications.

All mechanical/electrical equipment supplied and delivered under this Contract shall be placed and firmly fixed in position by the Contractor on holding bolts supplied by him to ensure that it will operate efficiently to the satisfaction of the Engineer. Affixing shall mean the supply and installation of all nuts, bolts, plates, grout etc and shall include for all labour and other activities such as sawing, cutting, filing, grinding, drilling, welding, repair of corrosion protection, grouting, etc. required for the fixing of the equipment. If the Contractor does not have the qualified personnel at his disposal he shall appoint the necessary specialists at his own cost.

The Contractor shall be responsible for providing and installing all bolts, nuts and washers.

All bolts, nuts and washers shall be as specified in Clause **PS29**.

All dimensions of all equipment shall be checked by the Contractor after manufacture and on delivery.

Before handing over the plant, the Contractor is to ensure that every component is operating satisfactorily. The Contract will not be deemed to have been completed until the Engineer is fully satisfied in this regard.

It is an express condition of this Contract that the guarantee period on all equipment given by the suppliers to the Contractor shall only commence once the works is in operation. This stage will be reached once the Certificate of Completion has been issued.

c) QUALITY OF MATERIALS AND EQUIPMENT

All material, plant and equipment shall be of the best quality available and shall, where applicable, comply with the relevant standard specifications of the SANS. In cases where no specification of the SANS exists, the relevant British, German or American specifications will be applicable as determined by the Engineer. The latest amendments of these specifications shall apply.



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

The Contractor shall submit for the approval of the Engineer and before any orders are placed, the names of the firms from which he proposed to obtain his supplies of materials and manufactured articles.

He shall also supply samples as and when required by the Engineer.

The Engineer may also, in exercising the powers vested in him, order the Contractor to remove all or any of the material and equipment which, in his opinion, is of an inferior quality and to replace them with proper materials or equipment at his own expense.

d) ENGINEER TO APPROVE SPECIFIC EQUIPMENTS

It is a condition of this Contract that the Contractor shall submit details of all equipment (i.e. motors, gearboxes, electrical equipment, etc) to the Engineer for his written approval before placing final orders for such equipment. This is to ensure that the equipment ordered is in accordance with that offered according to the Technical Data Sheets.

The shop details for all fabricated steel items shall be submitted to the Engineer for checking prior to commencing fabrication. The Engineer shall require the Contractor to change any design details that on checking are found not to comply with the Specifications given herein, and no extra payment will be made for such changes. The Engineer's approval will not relieve the Contractor of his full responsibilities for the due performance of the equipment installed.

The design of all methods of joining and fixing to concrete structures shall be submitted to the Engineer for approval. Such approval will not relieve the Contractor of his full responsibility for the proper performance of the Works.

Mechanical joints subject to vibration or movement during the working life of the equipment, or those in inaccessible places, shall have the nuts locked or pinned, or the bolts peened over.

The Contractor shall also supply samples as and when required by the Engineer.

The Engineer may also, in exercising the powers vested in him, order the Contractor to remove all or any of the material and equipment which, in his opinion, is of an inferior quality and to replace them with proper materials or equipment at his own expense.

i) Tests on Site

All Site tests shall normally be carried out in the presence of, but always to the satisfaction of the Engineer and at such times as he may reasonably require. The Contractor shall provide all the relevant test equipment and bear the costs of all testing to be done. All equipment must be tested to ascertain whether it performs its intended duties in a manner as specified.

The contractor shall submit to the Engineer, for approval, a schedule of tests to be performed during cold and hot commissioning. The schedule is to be submitted at least 14 days before the planned date for cold and hot commissioning.

On completion of erection and installation the Contractor must carry out the following tests, where applicable, in addition to any other tests which may be specified elsewhere:

Before commissioning:

Insulation tests as required by the Council's By-Laws.

Earth continuity tests.

Tests for correct direction of rotation of motors and reverse if necessary.

Test for correct operation of control gear setting of overload protection equipment, etc.

Test for correct alignment of shaft bearings.

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY****LIM473/PARKING-BAYS/21/22/005****CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE****After commissioning:**

Checking overall functions of the unit under specified conditions.

On completion of installation and putting into proper operation all the pumps and equipment, the Contractor will be required to make suitable arrangements for the testing of all equipment supplied under this Contract, in presence of the Engineer or his representative.

The entire cost of testing, including supply of test equipment, must be borne by the Contractor and an adequate allowance for such tests must be made in the tendered price.

ii) Accepted Laboratories

Unless otherwise stated in a specification that forms part of this Contract, only the testing laboratories of the South African Bureau of Standards, the Council of Scientific and Industrial Research, the relevant Government Departments and Local Authorities will be accepted as approved laboratories in which tests or design work required in terms of a specification may be carried out.

iii) Methods of Testing

Unless otherwise prescribed in a specification that forms part of this Contract, all testing shall be carried out and interpreted in strict accordance with the methods specified in relevant SANS, IE or BS Specification(s).

e) SERVICING

Only the defects related works will be monitored during the defects period.

f) DEFECTS LIABILITY PERIOD

Without limiting in any way, the obligations or responsibilities of the Contractor for maintenance, the Contractor shall make regular quarterly visits to the site during the defects liability period. During these visits, he shall make all adjustments to everything necessary to ensure the proper running of the works executed by the contractor. After each supervising visit to the Site, the Contractor shall submit to the Engineer a report on:

The condition of the equipment and the servicing work carried out, and

Any adjustments which may have been made.

PAYMENT CERTIFICATES

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) will be added to calculate the total amount payable on the invoice.

If penalties are payable, these will be deducted prior to the addition of VAT but after the calculation of retention money.

Tax invoices shall be submitted for each interim payment claim. The Contractor shall submit a provisional invoice with his payment claim as soon as possible after the date of measurement.

Once agreement has been reached with the Engineer on the value of the certificate, the Contractor shall submit an original invoice on which payment will be made. The format will be discussed in the month preceding the first claim and to be resolved before the first payment is made.

i) Terms of Payment

The terms of payment shall be as follows:

Supply and Delivery to Site, including storage (where applicable), quality assurance, painting and all necessary insurance



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80 % of the contract price for materials upon delivery.

20 % of the contract price for materials upon issuing.

Penalty for Late Completion:

Should the work as described under this Contract not be completely installed and commissioned in the time tendered, a penalty will be payable by the Contractor to the Employer in accordance with the Conditions of Contract. The Employer reserves the right to deduct penalties from outstanding payments.

ii) Certificate of Completion

The certificate of completion will be issued after the successful commissioning of all equipment as described in **PS 15**. The twelve months defects liability period will start on the date stated in the Certificate of Completion.

Guarantees will be reduced or returned to the Contractor after issuing of the Certificate of Completion and retention monies will be paid out after the defects liability period has elapsed. The Certificate of Completion will not be issued until the documents required in terms of this Contract have been lodged with and accepted as satisfactory by the Engineer.

The issuing of the Certificate of Completion could be delayed if the equipment supplied under this contract cannot be commissioned. If the issuing of the Certificate of Completion is delayed for reasons beyond the Contractor's control, the Contractor will be compensated for his expenses because of the time delay between the completion of the works and the commissioning of the equipment. The rate tendered for the payment item for the postponement of the issuing of the Certificate of Completion must include for all the Contractor's expenses.

Measurement and Payment

Compulsory postponement of the issuing of the Certificate of Completion Rate/day

iii) Foreign Exchange Risks

The provision of forward cover against foreign exchange fluctuations on the imported content of all equipment required under the contract might be required. In his Tender, the Tenderer must state the value of the imported content of each item and the applicable currencies and the exchange rates on which his tender was based.

The successful Tenderer might be required to take out forward cover on all foreign exchange transactions required in his tender for this contract, the rate applied shall be that ruling at the date of commencement of the Contract that is stated in the Letter of Acceptance.

Amounts tendered will be adjusted for foreign exchange variations up to the date of commencement of the Contract; any fluctuations after this date will be for the Contractor's account.

FEATURES REQUIRING SPECIAL ATTENTION

Security

The Contractor shall provide his own security to safeguard his site, plant and materials at all times.

ii) Operation of Valves

During the temporary decommissioning of pipelines and structures, the Works Manager shall undertake the closing and opening of valves on behalf of the client. The Contractor shall notify the Works Manager well in advance when this is required.

iii) Work Outside Normal Working Hours



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This must be read with Clause 5.8 of the General Conditions of Contract 2010, 2nd Edition (GCC 2010). The Contractor shall pay to the Employer an amount in relation to the annual salary hourly rate per per hour per person needed for supervision by the Engineer when construction work is carried out outside normal working hours, except in the case as set out in Clause 5.10 of the General Conditions of Contract 2010, 2nd Edition.

iv) Permits

The contractor shall be required to arrange all permits required with unprejudiced support of the Engineer.

v) Key Personnel

The Contractor is deemed to have in making his offer, all personnel available to perform the works entirely in the contracted time and cost. In addition he shall comply with the prevailing Act 85 of 1993, Occupational Health and Safety Act.

The Engineer and his duly appointed representative will be the key contacts on site.

vi) Additional Meetings

The costs of all additional meetings or inspections over and above the normal, that take place because of the Contractor not keeping to his program or because of the quality of his work will be for the account of the Contractor and will be deducted from the following payment certificate. An amount in relation to the annual salary daily rate per meeting will be paid by the Contractor to compensate for the travelling cost, time, etc. of both the Engineer and the Employer including persons needed by the Engineer and Employer for the meeting.

I) QUALITY MANAGEMENT

i) Applicable Quality Assurance Standards

The Tenderer shall provide a coordinated and formally documented statement of his quality management system, including quality management objectives, policies, organisation and procedures, for the compulsory implementation of SANS 0157, Code of Practice for Quality Management Systems, Part III. The same applies to Part II of the said Code of Practice, which must be implemented on certain selected items only. However, although Part II will not be implemented in all instances it will not exempt the Contractor of compliance with the quality requirements laid down in the tender documents. Monitoring and control by the Engineer may be done at any time on any material.

The Contractor shall submit with his tender an assessment report on his quality management and quality control system issued by an independent Quality Assurance Authority approved by the Engineer. The inspection on which this assessment report is based shall have taken place not more than twelve months prior to the closing date for this tender.

Responsibility for and all associated costs of compliance with this sub clause shall rest with the Contractor.

ii) Quality Assurance Enhancement

Should the Contractor or any of the proposed sub-contractors not comply with Sub-Clause **PS 22.1** at the time of tender a Contract may be awarded subject to a written undertaking to enhance his own and/or sub-contractor's quality assurance system to the satisfaction of the Engineer before commencement of the Contract.

iii) Quality Assurance Staff

The Contractor shall satisfy the Engineer that a quality specialist together with sufficient and suitably qualified staff will be assigned to control the quality of material used by the Contractor and to monitor the quality of the material used by each sub-contractor engaged in the supply of critical and major components and sub-assemblies.



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The curriculum vitae of the quality specialist shall be submitted to the Engineer at the time of tender. The Engineer shall approve the proposed quality staff in writing and changes of staff shall require the written agreement of the Engineer.

If the Engineer considers that the proposed quality specialist and/or quality staff is inadequate or becomes inadequate during the course of the Contract due to staff changes or for any other reason, the Contractor shall employ for the period of the Contract and at his cost an independent quality specialist and/or sufficient and suitably qualified quality staff approved by the Engineer.

iv) Engineers Quality Assurance Representative

The Engineer may elect to appoint an independent quality assurance representative to act in a surveillance capacity on his behalf for part of or the entire Contract.

v) Classification of Material

Part II of the above mentioned Code of Practice i.e. a quality system for manufacture and installation, will apply only to certain critical material, products and services indicated in the tender documents, of which the Engineer considers the manufacturing and the installation stages of such critical importance that quality assurance by the Contractor shall be of an even higher level than that prescribed in Part III.

vi) Sub-Letting

All enquiries made and contracts placed by the Contractor for critical components shall require that sub-contractors comply with the requirements of the preceding Sub-Clauses. Responsibility for and all associated costs of compliance shall rest with the Contractor. In instances where SANS 0157 is not applicable, Tenderers must indicate what equivalent alternative Code of Practice is being implemented.

vii) Disqualification

Tenderers who do not include the formally documented statements called for in Sub-Clause **22.1** and who do not respond in terms of Sub-Clause **22.2** above will be disqualified.

j) STANDARD SPECIFICATIONS

Reference made hereinafter to specifications of the South African National Standards (SANS) or the British Standards Institution (BS) shall be deemed to include all revisions of and/or additions to such specifications ruling at the closing date of tenders.

k) PROTECTION AGAINST CORROSION

Where corrosion of metal may be expected, the Contractor shall supply materials which are resistant to corrosion. Any material showing signs of corrosion, tuberculation or pitting before expiry of the Defects Liability Period must be replaced by the Contractor. The tendered prices will be held to include the cost of all painting or other surface treatment which is not separately specified or scheduled but which is nevertheless necessary for the protection of surfaces against corrosion. All corrosion protection shall conform to the Corrosion Protection Specification for Civil, Mechanical and Electrical Engineering Construction, New Revised 2006 Edition, which will be issued during construction stage. The manual is available with the project engineers during the tender stage at free of charge should a tenderer wish to obtain a copy.

l) STRUCTURAL STEELWORK

The design of structural steelwork and the materials and workmanship used in the construction of same shall comply with the requirements of SANS 0162 and 1431. Grade 300 W steel shall be used.



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In the case of welded connections, in addition to welds required for structural strength, a sealing weld shall be carried right around the connection so as to facilitate protection against corrosion.

m) MILD STEEL PIPES, FITTINGS AND SPECIALS

All pipe work up to and including 150mm diameter shall comply with the requirements of SANS 62, medium wall standard welded pipes.

All mild steel pipes and fittings with diameter greater than 150 mm shall comply with the requirements of SANS 719 grade A. Specials shall be manufactured from straight pipes in accordance with the relevant requirements of BS534. All welding in pipes and specials shall be electric fusion welding.

Before leaving the factory, all mild steel pipes and fittings shall be protected against corrosion in accordance with the Standardised Corrosion Protection Specification in Volume 2 G02.

For treatment of mating faces of flanges see Clause **PS 27**.

Plain ends of pipes and fittings shall be covered and protected against damage while being transported from the factory to the Site.

Wall thickness of pipes and fittings shall be 6 mm, unless specified otherwise in the Detailed Specifications or on the drawings.

n) FLANGES

The dimensions and drilling of standard flanges shall comply with the requirements of SANS 1123 for a working pressure of 1 MPa. Flanges shall be machined flat, i.e. without a raised joint face. Puddle flanges shall have the same dimensions as standard flanges but shall be undrilled.

Faces of flanges which will be in contact with jointing gaskets shall receive a protective coating of such thickness and consistency as will not impair the air/gas/water tightness of the joint.

o) JOINTING MATERIAL FOR FLANGED JOINTS

Bolts for flanges shall comply with the requirements of BS 4504 for the working pressures specified and shall furthermore, together with the nuts and washers used in conjunction therewith, be of the material as specified in Clause PS 29. The jointing gaskets shall comply with the requirements of BS 3063 and shall be cut to the full width of the flange and holed for bolts.

p) BOLTS, NUTS AND WASHERS

All bolts and nuts shall comply with the requirements of SANS 1700 and shall be 4.6 strength grade. Washers shall be provided at each nut and shall be of the same material (or coating where applicable) to match the bolt and nut. Single coil square section spring washers shall be fitted to all nuts subject to vibration.

Bolts other than jacking bolts shall project not less than 3 mm and not more than 10 mm from the heads of the nuts after tightening. An approved nickel based anti-seize compound shall be used on all stainless steel bolts and nuts.

Unless otherwise shown all bolts, nuts and washers shall be of the material as specified below:

Holding down bolts to be built into concrete work as well as bolts to be installed above ground level directly above and under water shall all be of stainless steel grade 304. Bolts for flexible couplings and flanges for underground installation shall be of the same material as the couplings or flanges. Bolts to be installed inside buildings shall be of the same material as the pipe work and fittings. Corrosion Protection shall be as specified in the Standardised Corrosion Protection Specification for Civil, Mechanical and Electrical Engineering Construction in Volume 2 G02.



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Suitable plastic sleeves and/or washers shall be used for protection against corrosion by metallic action.

q) METAL WALKWAYS

All metal walkways shall be made of square pattern type of approved open grid flooring manufactured with 40 x 5 mm minimum thickness bearer bars spaced at not more than 40 mm centres.

Individual panels shall be fully banded.

Open grid flooring shall be made of 3CR12 steel. Pickling and passivation shall be carried out in accordance with the Standardised Corrosion Protection Specification.

r) HANDRAILING

Stanchions for hand railing shall be of approved prefabricated ball type made in one piece without welding at ball joints to accept the hand and knee rails and shall have 150 x 75 x 10 mm base plates drilled for M 16 bolts at 100 mm centres.

Hand and knee rails shall consist of 25 mm nominal inside diameter tubing cut and bent to shape. Stanchions shall be spaced not more than 1.5 metres apart. Unless otherwise shown, all hand railing shall be 1000 mm above walkway level.

All tubing, stanchions and base plates shall either be manufactured in 3CR12 stainless steel as scheduled for in the detailed specification or in the Bill of Quantities. Galvanising of handrails shall comply to the Standardised Corrosion Protection Specification. Stainless steel handrails shall have a No.1 surface finish and pickling and passivation shall be carried out in accordance with the Standardised Corrosion Protection Specification.

Bolts shall comply with the requirements of Clause **PS 29** of this Specification.

C3.4.1 STANDARD SPECIFICATIONS

The following Particular Generic Specifications form part of this Contract and shall be used in conjunction with the Detailed Specifications.

SANS 1200 Standardised Specifications for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards.

SANS 10400 The application of the National Building Regulations as approved by the Council of the South African Bureau of Standards.

The NHBRC home building manual Parts 1, 2 and 3.

The conditions of contract and bill of quantities will be according to JBCC series 2000, 5th edition of July 2007.

Standard unit of measurement

Model preambles of trade

Association of South African Quantity Surveyors (ASAQS) Preliminaries are hereby attached as a supplementary document

Should any requirements of the Standardised Particular Specifications conflict with any requirements of the Detailed Specifications, the requirements of the Detailed Specifications shall prevail.



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APPLICABLE SANS 1200 STANDARDS FOR CIVIL WORK**

The Standard Specification for any associated civil works applicable to this Contract are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Office Address:

1 Dr Lategan Road
Groenkloof
PRETORIA

Postal Address:

Private Bag X191
PRETORIA
0001

Telephone:

National: (012) 428-6883
International: + 27 12 428 6883

Telefax:

National: (012) 428-6928
International: + 27 12 428 6928

Email: sales@sabs.co.za



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**C3.4.2 CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

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

SANS 1200 A – General

SANS 1200 AA – General (Small works)

SANS 1200 C - Site clearance

SANS 1200 D – Earthworks

SANS 1200 DA - Earthworks (Small Works)

SANS 1200 DB - Earthworks (Pipe Trenches)

SANS 1200 GA - Concrete (small works)

SANS 1200 HA – Structural Steelwork (Sundry Items)

SANS 1200 L - Medium pressure pipelines

SANS 1200 LB - Bedding (pipes)

SANS 1200 LD – Sewers

SANS 1200 LE – Stormwater drainage

SANS 1200 ME – Subbase

SANS 1200 MJ – Segmented paving

SANS 1200 MK – Kerbing and channelling

SANS 1200 MM – Ancillary roadworks



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C3.4.2.2 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

EPWP Special Project Specification

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

Employer's objectives

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

Labour-intensive works



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Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the SPWP is R 60 per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines)
- Tasks established by the contractor must be such that:
 - the average worker completes 5 tasks per week in 40 hours or less; and
 - the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

where the head of the household has less than a primary school education;

that have less than one full time person earning an income;

where subsistence agriculture is the source of income.

those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

55 % women;

40% youth who are between the ages of 18 and 35; and

2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

- Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.
- Contract participation goals



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- There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5
- The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Training of targeted labour

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026
- The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

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- Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.



SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

trenches having a depth of less than 1.5 metres

stormwater drainage

low-volume roads and sidewalks

PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

Granular materials:

whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

cohesive materials:

whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.



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Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.



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TRENCH EXCAVATION

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

to 90% Proctor density;

such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

EXCAVATION

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

SHAPING

All shaping shall be undertaken by hand.

LOADING

All loading shall be done by hand, regardless of the method of haulage.

HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.



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MATTERS RELATING TO THE STANDARD SPECIFICATIONS

<u>SANS 1200 A – GENERAL</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 AA – GENERAL (SMALL WORKS)</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 C - SITE CLEARANCE</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 D – EARTHWORKS</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 DA - EARTHWORKS (SMALL WORKS)</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>DEFINED.</u>	
<u>SANS 1200 DB - EARTHWORKS (PIPE TRENCHES)</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>DEFINED.</u>	
<u>SANS 1200 GA - CONCRETE (SMALL WORKS)</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 HA – STRUCTURAL STEELWORK (SUNDRY ITEMS) .</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>NOT DEFINED.</u>	
<u>SANS 1200 L - MEDIUM PRESSURE PIPELINES ..</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 LB - BEDDING (PIPES)</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 LD – SEWERS</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 LE – STORMWATER DRAINAGE</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 ME – SUBBASE</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 MJ – SEGMENTED PAVING.....</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 MK – KERBING AND CHANNELLING ..</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>SANS 1200 MM – ANCILLARY ROADWORKS</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>



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SANS 1200A: PRELIMINARY AND GENERAL

PSA 3.3: Materials supplied by others

Where materials are supplied by others, the Contractor shall take delivery of such materials on site and shall be responsible for the safekeeping of the same from the time of taking delivery to the time of building into the Works or the time of return to the supplier. The Contractor shall return to the supplier any materials not used on the Contract.

PSA 5: Construction

PSA 5.1.1: Setting Out of the Works

The following shall be added:

Should the Contractor cause displacement of any control point, the costs of repositioning shall be at cost to the Contractor.

No separate payment will be made for setting-out of the works, the costs of which are to be included in the rates for the appropriate scheduled items of work.

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

PSA 5.7 Safety

Add the following:

The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

The Factories, Machinery and Building Work Act (Act 22 of 1941)

The Explosives Act (Act 26 of 1956)

The Mines and Works Act (Act 27 of 1956)

The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

The Code of Practice relating to the safety of men working in civil Engineering inspection pits and small-diameter vertical shafts.
(Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtainable from the Secretary, S.A. Institution of Civil Engineers, Private Bag X200, Halfway House, 1685).

The Operator's Handbook on Sewage Purification (1965) Chapter 26.
Safety Precautions published by the Institute of Water Pollution Control (Southern African Branch).



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The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the works as may be required for construction purposes or for inspection by the Engineer or the authorised Inspectors in terms of the above mentioned Acts.

All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Shaft and trenches shall in every way be made and kept safe for persons working therein.

All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.

The Contractor shall provide a properly equipped first aid box, which shall be accessible at all times.

Where adequate safety precautions are not being observed, the Engineer may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

The Contractor shall display on a prominent place the following emergency information:

Local Police	Telephone number
Local Ambulance	Telephone number
Local Fire Brigade	Telephone number
Nearest Doctor	Name, Telephone number (office hours), Telephone number (after hours), Consulting room street address

PSA 8 MEASUREMENT AND PAYMENT

Add the following clause:

PSA 8.9 COMMUNITY REPRESENTATION

8.91 Community Liaison Officer for the duration of the project (Unit: Prov.Sum).

8.9.2 Transport reimbursement for PSC members (Unit: Prov.Sum).

Contractor's handling costs, profit and all other charges in respects of item 8.9.1 & 8.9.2 (Unit: %)

This items must cover all costs incurred by the Contractor for community representation through the community liaison officer and transport reimbursement for PSC members.

Add the following clause:

PSA 9.10 OHS REQUIREMENTS

a) Compile Health and Safety Plan



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Implement Health and Safety Plan

Appoint safety officer for duration of contract

Compliance with the EMP

General requirements for compliance with the OHSA for the duration of the contract

General requirements for compliance with the EMP for the duration of the contract

The tendered amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site.

Add the following clause:

PSA: 8.11 Demolition of existing platform

This item must cover all costs incurred by the Contractor for decommission of existing platform, transport and dispose rubble on instruction of the Engineer. Unit:sum.

SANS 1200 AA: GENERAL (SMALL WORKS)

Add the following Sub-Clauses:

PSAA 8.6: PSA BOREHOLE

This item must cover all costs incurred by the Contractor to complete all the works including all ancillary works and supply of material (Unit: Sum).

Add the following Sub-Clauses:

PSAA 8.7: PSB ELEVATED STEEL TANK

This item must cover all costs incurred by the Contractor to complete all the works including all ancillary works and supply of material (Unit: Sum).

Add the following Sub-Clauses:

PSAA 8.8: PSD SEPTIC TANK

This item must cover all costs incurred by the Contractor to complete all the works including all ancillary works and supply of material (Unit: Sum).

SANS 1200 C: SITE CLEARANCE

PSC 3.1: Disposal of Material

Add the following to this Sub-Clause:

Materials arising from clearing and grubbing shall be disposed of as may be ordered by the Engineer. 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.



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PSC 5.1: Areas to be Grubbed

Add the following to this Sub-Clause:

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.

PSC 5.2.3: Preservation of Trees and Shrubs

Add the following to this Sub-Clause:

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 R 5 000. 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 that are designated for preservation shall be preserved by carefully removing and plant the shrub and or tree in a protected area and upon completion of works, the contractor shall replant the shrub and or tree.

Add the following Sub-Clauses:

PSC 5.9: Overhaul

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

SANS 1200 D: EARTHWORKS

PSD 3: Material

Add the following Sub-Clauses:

PSD 3.1: Classification for Excavation Purposes

PSD 3.1.2: Classes of Excavation

b) Intermediate excavation

Intermediate excavations are excavation that cannot be efficiently removed by a back hoe. Such are the materials which will require an excavator of 30ton to efficiently remove the material.

Hard rock excavation

Hard rock shall be excavation that can be efficiently removed by the means of blasting.

Boulder excavation Class A

Boulder excavation Class A shall be excavation of solid rocks with a diameter of at least 500mm.

Boulder excavation Class B



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Delete this Clause.

PSD 3.2: Classification for Placing Purposes

PSD 3.2.3: Material suitable for backfill or fill against structures

Replace sub clause 8.2.3 with the following:

Areas against structures which may be damaged by the use of heavy equipment (e.g. grader, towed grid roller, large self-propelled vibratory roller, etc.) must get filled in layers with material from the excavations on the site which shall comply with clause 3.2.1 and in accordance with specified material or as ordered by the Engineer.

PSD 3.3: Selection

PSD 3.3.1 General

Add the following:

The Contractor will be required to stockpile the surplus excavated material on sites designated to be used in other areas of works on the drawings or ordered the Engineer.

The Contractor shall be entirely responsible for the selection of suitable material for all backfilling and embankments from excavation on the site.

Importation from borrow pits or commercial source of the relevant grade of material will only be permitted when all supplies thereof at the site have been exhausted or when required as indicated on the drawing or as ordered by the engineer . It is stressed that where a shortfall of such material occurs but there is a supply of such material available from excavations, yet to be excavated, the Contractor will be required to obtain the material from such excavations i.e. importation from borrow pits/commercial source under these circumstances will not be permitted.

PSD 5: Construction

PSD 5.1.1: Safety

PSD 5.1.1.2: Safeguarding of excavations

Add the following Sub-Clause:

The Contractor shall be responsible for the design and construction of measures to ensure stability of the excavation walls. Suitably qualified specialists shall do such designs and before the measures are implemented the designs shall be submitted to the Engineer for his information. The contractor should excavate trench length which he would be able to lay pipe on the same day. No trenches shall be left open after works.

PSD 5.1.1.3: Explosives

The tenderer should note that, the use explosives or blasting is prohibited near residential areas.

PSD 5.1.3: Stormwater and groundwater

Add the following to this Sub-Clause:



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Over and above his general obligations in regard to dealing with water as specified in SANS 1200 A, the Contractor shall be responsible for preventing the ingress of water into the foundation excavations. The preventive measures shall include the construction of proper drainage channels, diversion channels, berms, sumps, and the supply, operation and maintenance of the necessary bailing and pumping equipment.

The dewatering measures, with the exception of pumping, shall be maintained until the backfilling has been completed, after which all settled silt, mud, etc. shall be removed from the exposed surfaces where necessary. Between the various construction stages, pumping may be interrupted as may be decided by the Engineer. The draining or pumping of water from foundation excavations shall be so done that no concrete materials will be carried away.

PSD 5.2.2: Excavation

Add the following Sub-Clauses:

PSD 5.2.2.4: Utilization of excavated material

Excavated material and material recovered from temporary work shall, in so far as it is suitable, be utilized for backfill. Material unsuitable for use as backfill or in excess of the quantity required to complete the backfill shall be spoiled or utilized as directed by the Engineer.

PSD 5.2.2.5: Excavation limits for payment purposes

For measurement and payment purposes, the limits of the excavations for structures shall be as shown on the Drawings.

Where no excavation limits are shown on the Drawings and the Engineer has decided that formwork has to be provided for the sides of a concrete member, the limits of the excavation for measurement and payment purposes shall be the vertical planes 0,5 m outside the perimeter of the concrete member for which the formwork is to be provided, and the founding level shown on the Drawings.

PSD 5.2.2.6: Unsuitable material

Boulders, logs or any other unsuitable excavated material shall be taken to spoil.

Where, in the opinion of the Engineer, unsuitable material is encountered at founding level, such material shall be removed and replaced with foundation fill in accordance with the requirements of clause PSD 5.2.3.4 of this section and as directed by the Engineer.

PSD 5.2.2.7: Preparation of the founding surface

Where hard material suitable for founding is encountered at the founding level, it shall be cut and trimmed to a firm surface, either level, stepped or serrated, as may be required.

Where there are indications that the material at the founding level will be soft material or hard material that will deteriorate rapidly on exposure, the excavation of the final layer with a thickness of 150 mm shall be postponed until just before the blinding layer is placed.

Where shown on the Drawings or ordered by the Engineer, excavations shall be extended to a specified depth below the given undersides of the slabs and footings to make provision for the placing of a concrete blinding layer.



PSD 5.2.3.3: Backfill and fill near structures

(a) General

When placing backfill and fill, the following precautions shall be taken:

In so far as it is possible, the material shall be placed simultaneously to approximately the same elevation on both sides of a structure or structural member where appropriate. If conditions require that backfill or fill be placed appreciably higher on one side than on the opposite side, the additional material on the higher side shall not be placed until authorized by the Engineer and preferably not until the concrete has been in place for 14 days, or until tests show that the concrete has attained sufficient strength to withstand any pressure safely that has been created by the backfill or fill or by the method of construction.

The material behind structural members restrained at the top by the superstructure, e.g. portal-type structures, shall be placed as stated on the Drawings or as directed by the Engineer.

The material behind the walls of concrete culverts shall not be placed until the top slab has been placed and cured, unless otherwise authorized by the Engineer.

(b) Backfill

Excavated areas around structures, between the structure and the vertical walls of the surrounding excavation, shall be backfilled with approved material in horizontal layers not exceeding 150 mm in depth after compaction, to the level of the original ground surface or to the level specified on the Drawings. Each layer shall be moistened or dried to the optimum moisture content for the material and be compacted to a density of not less than 93 % of modified AASHTO density, except that, in a road prism, the material shall be compacted to a density of not less than 93 % of modified AASHTO density. In cases where structures are founded on backfill material, the density shall be as specified in the Project Specifications, but shall not be less than 95 % of modified AASHTO density.

(c) Prevention of wedge action

Before the fill in the space between a structure and any adjacent sloping fill and the backfill between a structure and the sloping sides of the surrounding excavation is constructed, the slope of the fill and of the sides of the excavation shall be benched or serrated in order to prevent wedge action between the structure and the fill or the sides of the excavation during backfilling and compaction.

The distance between the exposed face of the structure and the toe of the fill or excavation side shall be sufficient to allow proper compaction.

PSD 5.2.3.4: Foundation fill

If, during the course of excavation, it is found that the material at the indicated founding depth does not have the required bearing capacity as specified on the Drawings, the excavations shall be extended at the discretion of the Engineer until satisfactory founding material is encountered. The Engineer reserves the right to order the Contractor to make up the difference in levels with foundation fill.

Where the foundation fill consists of rock or crushed stone, it shall be constructed as directed by the Engineer.

Foundation fill consisting of granular material shall be constructed in layers not exceeding 150 mm in thickness after compaction. Each layer shall be moistened or dried



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to optimum moisture content for the material and be compacted to a density of specified in the drawings or as ordered by the engineer.

Mass concrete fill to be used shall be of the class or mix specified or directed by the Engineer.

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 4.3: Compaction Equipment

Add the following to this Sub-Clause:

A minimum thickness of compacted selected fill blanket of 300mm is required over the top of any pipe before machine compaction commences.

PSDB 5.1.3: Accommodation of Traffic and Access to Property

Add the following Sub-Clause:

All traffic signs and traffic control measures shall comply with the South African Road Traffic Sign Manual and the Road Signs Note.

PSDB 5.5: Trench Bottom

Add the following Sub-Clause:

Unsuitable material shall only be excavated once the Engineer has given a written instruction to this effect. Backfilling material for over excavation shall comply with the requirements of SANS 1200 LB and shall be compacted to 93 % modified AASHTO.

PSDB 5.6: Backfilling

Add the following Sub-Clause:

Pipe joints shall be left open for 300 mm to either side until the pipeline has successfully been tested and approved by the Engineer.

PSDB 5.6.3: Disposal of Soft Excavation Material

Add the following Sub-Clause:

Disposal of surplus material shall take place at agreed sites within the freehaul distance from the source of such excavation.

SANS 1200 GA: CONCRETE (SMALL WORKS)

PSGA 3.2.1: Compaction Equipment

Replace sub-clause 3.2.1 with the following:

Only the use of Ordinary Portland Cement in accordance with SANS 471 specifications will be permitted.



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PSGA 4.4.2: Concrete Finishes

Replace sub-clause 4.4.2 with the following:

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.

PSGA 5.4.1.5: Strength Concrete

Replace sub-clause 5.4.1.5 with the following:

The grade of concrete and nominal size of aggregate shall be as specified on the Drawings. The successful contractor 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.

Add the following Sub-Clauses:

PSGA 5.4.11: 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 overbreak. 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 as specified in the drawings; the rate shall include for any formwork required to the construction of 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 Bid. 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.

Add the following Sub-Clauses:

PSGA 5.4.12: Grouting to Machine and Structural Bed Plates

PSGA5.4.12.1 Materials

Water

Water for grout shall comply with the requirements given in sub-clause 3.3 of SANS 1200G.



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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.

Cement

Cement shall be ordinary cement complying with SANS 471.

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.

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	
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	5-15		
0.15	0-05		

Portland cement (ordinary, rapid-hardening, and sulphate-

resisting). PSGA5.4.12.2 Preparation and Procedures

Before a machine or structural bedplate 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.



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The base shall be properly aligned and levelled and shall be maintained in that position during grouting.

After the machine or structural bedplate has been placed the following precautions shall be observed

Shimming shall be kept to a minimum. Steel plates shall be used for packing and shall be ground to the required thickness, where necessary.

Before grouting is started all loosed 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 boltholes just before the grout is placed.

The grouting shall not be carried out until the alignment of all units to be grouted has been checked and approved by the Engineer.

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.

PSGA5.4.12.3 Formwork

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

PSGA5.4.12.4 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 retempered by the addition of water.

PSGA5.4.12.5 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:



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The formworks shall be removed;

Excess grout shall be saw cut away as to leave a smooth and neatly finished job;

Except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45° to the vertical phase, from the bottom edge of the bed plate; and

All excess grout on or about the bed plate shall be removed.

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

PSGA5.4.12.6 Dry-packed grout (Standard dry sand and cement grout)

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

Where the clearance between bed plate and foundation is 25 mm or less: 1 part of cement, and 2 parts of sand;

Where the clearance exceeds 25 mm: 1 part of 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.

PSGA5.4.12.7 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.

PSGA5.4.12.8 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 bedplate 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.

PSGA5.4.12.9 Epoxy grout (epoxy mortar type only)

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

SANS 1200 HA: STRUCTURAL STEEKWORK (SUNDRY ITEMS)



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PSHA 3.1.1: Grade of Steel

Replace sub-clause 3.1.1 with the following:

Structural cold-formed steelwork to be to Grade 43A or 43B with the minimum properties as tabled in Table B-2 of SANS 0162-1982.

Structural hot-rolled steelwork to be to Grade 300W with the minimum properties as tabled in "Steel design date: No. 6" of the South African Rolled Steel Producers Co-ordinating Council and the South African Institute of Steel Construction.

PSHA 5.1.2: Shop Drawings

Replace sub-clause 5.1.2 with the following:

The contractor is to provide shop details.

Steelwork generally of welded construction with site connections bolted:

All holes 18 dia for M16 bolts

All gussets ex 8 mm U.O.S.

All welds, 6 mm fillet

The Engineer must be notified, (at least 72 hours before hand) of the completion of the fabricated steelwork at the contractors workshops, to enable him to make an inspection if he so desires. The fabricated steelwork, thus to be inspected shall be in its prepared specified state immediately before the application of prime coat painting.

PSHA 5.3.4: Welding

Delete this clause in its entirety and add the following clause:

Welding shall be done in accordance with the relevant requirements of SANS 0162 BS5135 and AWS.D.1/18 (American Welding Society).

Welding shall be Grade B welding.

The qualification of welders shall be in accordance with the relevant clauses of the above standards, and specifically SABS 044 Part III and shall be Grade I welders. Grade 2 welders shall be permitted only with the Engineer's approval.

The Contractor shall provide evidence, acceptable to the Engineer, that welding procedures and welders have been tested in accordance with the requirements of AWS D1.1.

Add the following subclause

PSHA 5.3.9: Protective Treatment

PSHA 5.3.9.1 Shop Painting

Steelwork after fabrication shall be wire brushed to a finish equal to or better than Grade St3 or SIS 05 59 00.

Within 4 h after the completion of wire brushing, 2 coats of an approved primer such as a Type II. Grade 2 red lead, on a zinc chromate or red oxide (see Subclause 3.7 of SANS 1200 H) shall be applied to provide a dry film of thickness between 25 and



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30 micron. Except that red lead shall not be sprayed, a primer may be applied by means of brush, roller, or spray.

PSHA4.2 Painting after erection

After the erection of steelwork, all areas where the primer coat has been damaged shall be touched up as specified in PSH2.1.

An intermediate coat of an approved general-purpose alkyd undercoat shall then be applied to provide a dry film of thickness between 25 and 30 micron. The paint may be applied by means of brush, roller, or airless or conventional spray.

Provided that the undercoat is touch-dry within 2 hours, the finishing coat may be applied the following day. One coat of an approved alkyd enamel, the non-volatile vehicle of which contains at least 24 % phthalic anhydride, shall be applied to provide a dry film of thickness between 25 and 30 micron.

The total dry film thickness of the paint and primer coats shall be between 70 and 100 micron.

SANS 1200 L: MEDIUM-PRESSURE PIPELINES

PSL 2: Interpretation

PSL 2.1.2: Supporting Specifications

Add the following to this Sub-Clause:

SANS 1200 HA

PSL 3: Materials

PSL 3.3: CI Pipes, Fittings and Specials

Add the following to this Sub-Clause:

All cast iron pipes and fittings shall comply with the requirements of BS2035 and unless otherwise specified, shall be of class D quality for straight pipes and of class CD quality for fittings. Material used shall comply with the requirements of SANS 1034 grade 300 for "Grey Iron Castings".

Before leaving the foundry, all cast iron pipes and fittings shall be protected against corrosion in accordance with the Particular Specification G02: Corrosion Protection

PSL 3.4: Steel Pipes, Fittings and Specials.

PSL 3.4.1: General

Add the following to this Sub-Clause:

Stainless steel shall be ANSI Type 304L Schedule 10 unless otherwise specified.

PSL 3.9: Corrosion Protection

Delete this Clause and refer to Portion 8 below.

PSL 3.10: Valves

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Delete this Clause and add the following:

Gate valves shall be double flanged with non-rising spindle and shall be fitted with gun metal seats, bronze spindles and gun metal nuts. The direction of closing, which shall be clockwise when viewed from above, must be clearly indicated on the hand wheel of each valve. Gate valves shall be of standard waterworks pattern complying with the requirements of SANS 664 for working pressures as specified for each application.

Connections for cleaning the inside of the valve. The valve shall be suitable for a working pressure as specified for each application.

The gate shall seal either on a replaceable nitrile O ring or P.T.F.E. seal secured in the body. The seal shall be an internal resilient seal, mechanically retained, to ensure that the blade is guided throughout its travel and that bi-directional drop tight leak proof sealing is obtained.

General: Before leaving the factory valve bodies shall be treated as follows:

Internally: 150 mm diameter and smaller: manufacturer's standard corrosion protection treatment

Internally: larger than 150 mm diameter: as specified in the Corrosion Protection Specification

Externally: as specified in the Corrosion Protection Specification.

PSL 8: MEASUREMENT AND PAYMENT

PSL 8.2.5: Supply and place pipes, valves and specials

Replace this Pay Item with the following Pay Item:

Supply, testing and installation of pipework, fittings and specials as detailed in the Pipe Schedule of the Schedule of Quantities (Unit: Lump sum)

The tendered lump sum shall include full compensation for the supply of all material, bolts, nuts and gaskets as described under PSH 3.6.1, manufacture of the pipes, fittings and specials and shall further include for delivery, installation, jointing, testing, holding in position during concrete encasing, blanking off ends to prevent ingress of foreign matter, cleaning out pipes, fittings and specials before connecting up and the full corrosion protection of pipes, fittings and specials as specified in the Particular Specification G02: Corrosion Protection. Testing shall include for the supply of water, testing equipment, blank flanges, pipe plugs and all other items necessary to conduct a successful test.

SANS 1200LB: BEDDING (PIPES)

PSLB 3.1: Selected Granular Materials



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Add the following to sub clause 3.1:

"The materials should not have a PI exceeding 12".

PSLB 3.2: Selected Fill Materials

Replace "30mm" for maximum stone diameter with "20mm".

PSLB 3.3: Bedding

Replace sub-clause 3.3 with the following:

Rigid Pipes

All steel, clay and concrete pipes shall be laid on a class C bedding as shown on Drawing LB-1 of SANS 1200LB.

Flexible pipes

uPVC, mPVC, and polyethylene pipes will be regarded as being flexible and shall be bedded as per Drawing LB-2 of SANS 1200 LB.

PSLB 3.4.2: Material not Available from Trench Excavation

Replace sub-clause 3.4.2 with the following:

Bedding and selected fill materials shall be obtained from trench excavation, other necessary excavations, from borrow pits or commercial source. 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.

PSLB 5.2.1: Class A Bedding

Replace sub-clause 5.2.1 with the following:

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

PSLB 5.4: Concrete Casing to Pipes

Replace sub-clause 5.4 with the following:

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

PSLB 6.1: Concrete Casing to Pipes

Add the following to sub-clause 6.1 with the following:

Degree of accuracy II shall prevail.



SANS 1200 LD: SEWER

PSLD 3: Material

PSLD 3.1: Pipes, Fittings and Pipe Joints

Replace sub clause 3.1.5 with the following

PSLD 3.1.5: Pipes and fittings

PSLD 3.1.5.1: uPVC structured wall pipes

uPVC structural wall pipes shall comply with SANS 1601 – type 1 with a pipe stiffness of 400 kPa and smooth inner and outer walls, complete with integral sockets, joints and rubber seal rings.

PSLD 3.1.5.2: Fittings

Fittings for structured wall pipes shall comply with the requirements of SANS 791.”

Add the following sub clause

PSLD 3.1.8: Channel sections for manholes

Channel sections for prefabricated manholes shall be as per the approved manufacture’s specification provided that the contractor prescribes to the engineer for inspection and approval prior purchase of the materials.

The engineer reserves the right to specify in situ cast manhole bases provided that the contractor can demonstrate his capability and ability to construct. In situ cast manhole base shall comprise of uPVC structural wall pipes and fittings.

All channel sections shall be in accordance with the standard manhole drawings and specifications.

PSLD 3.4: Bedding

Add the following to this Sub-Clause:

Bedding of sewers shall be of the Class shown on the drawings for flexible pipes or as directed on site.

PSLD 3.5: Manholes, Chambers Etc

PSLD 3.5.2: Precast Concrete Sections

Add the following to this Sub-Clause:

Sectional spun-concrete cylinders shall be manufactured from dolomitic aggregate.



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Joints between wall sections shall be sealed with an approved plasticised butyl rubber compound.

PSLD 3.5.6: Mortar

Replace clause with the following:

Mortar for brickwork and, where so ordered by the Engineer, for external plasterwork to manholes shall be composed of one part of cement to four parts of clean pit sand. Mortar for the internal plasterwork to manholes and to the benching within manholes shall be composed of one part of cement to three parts of dolomitic sand.

PSLD 3.5.8: Manhole Covers and Frames

Add the following to the first paragraph:

Precast concrete manhole covers and frames shall comply with the applicable requirements of SANS 1294 and to the details shown on the drawings. The precast concrete lid cover shall be so designed as to withstand a point load, as specified in Clause 7.1.2 of SANS 1294, in the centre of the lid of 50 kN for light duty covers and 100 kN for heavy duty covers.

PSLD 3.6: Marker posts

Replace sub-clause 3.6 with the following:

PSLD 3.6: Marker blocks

A concrete marker block shall be provided to define the position of each sewer connection where there is no manhole. It shall comprise a Grade 20/19 concrete block, 300 x 300 x

300 mm deep, set into the ground in a position adjacent to the connection on the boundary and set off therefrom by a distance of 1,0 m in the two horizontal orthogonal directions, except where shown otherwise on the drawings. The surface of the block shall be set proud of the natural ground level by a height not exceeding 50 mm and it shall be trowelled to a smooth finish with a steel trowel and inscribed with two direction arrows and the depth of the connection in metres, correct to the nearest one-tenth of a metre.

Precast or in-situ blocks may be provided. If the Contractor should elect to provide precast blocks, the rate should include for bedding these in a sand layer 50 mm thick laid on the bottom of the excavation.

Connection marker blocks are to be set on private property, except where site conditions dictate otherwise. In such cases the approval of the Engineer is to be obtained for an alternative position before the commencement of the relevant excavation.

In all cases the position and inscription of the connection markers shall be checked by the Engineer prior to the backfilling of the trench.



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Connection marker blocks will be measured by number. The rate entered for marker blocks in the Bill of Quantities shall include for all excavation, concrete work, shuttering, setting accurately in position, bedding in sand if relevant, accuracy of recording depth, clarity of inscription and all labour, material and plant necessary to complete the work.

PSLD 5: Construction

PSLD 5.2: Laying and Bedding

PSLD 5.2.2: Alignment

Replace the last sentence with the following:

Pipes that have any deviation from straightness shall be so laid that preference is given to level over line.

Add the following sub clause

PSLD 5.2.6; jointing

Jointing shall be carried out strictly in accordance with the manufacturer's instructions.

PSLD 5.2.7: Minimum depth cover

0.6m in servitudes and 1m under the building footprint

PSLD 5.9.2: Marker Posts

Delete "Marker Posts" and replace with "Marker Blocks".

Add the following sub clause

PSLD 6.6: As-built information

The Contractor shall submit "As-Built" levels, distances between manholes and the grades of pipelines for which he requires payment at the time he submits his monthly payment claim.

PSLD 8: MEASUREMENT PAYMENT

Replace sub-clause 8.2.1 with the following:

PSLD 8.2.1: Supply, lay, bed on class B, joint, test and connect to manholes various sewer pipes of the following sizes and types:

160mm dia "Maincore 400kPa " or similar underground sewer pipes to SABS 791
(Unit: m)

110mm dia "Maincore 400kPa " or similar underground sewer pipes to SABS 791
(Unit: m)



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The pipeline will be measured linearly on slopes overall as laid. No deductions will be made for specials, but deductions will be made for the internal length of manholes. Separate items will be scheduled for pipes of different materials, diameters and, where relevant, classes, and for different classes of bedding and types of joints.

The rates shall cover the cost of providing the pipes and the cost of laying, bedding, jointing, making connections into manholes, and testing the pipeline.

Replace sub-clause 8.2.5 with the following:

PBLD 8.2.5: Rodding eye complete as per typical detail, including cover frame and lid, 3% soilcrete surround, 2x22.5 degree bend, 160mm dia pipe, end cap excavation and backfill and trimming complete as per typical detail on the drawings (Unit: m)

The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus material) that is additional to that measured under the item, and the cost of construction of the manholes complete with short pipes and all flexible couplings in accordance with the details shown on the drawings.

Add the following sub clause

PBLD 8.2.13: Supply and install pre-cast concrete manhole bases and rings including the pre-cast heavy duty concrete manhole cover slabs and frames with steel ring cast in manhole covers and manhole frames, step irons cast into concrete rings at 300mm staggered intervals. The rate shall cover the cost of all the necessary excavation in all types of materials, the backfill in 150mm layers compacted to 90% mod., AASHTO density, the connection of the main sewer pipes to the manhole and the water tight sealing of the structure

1000 mm diameter

Up to 1,5m deep (Unit: No.)

Exceeding 1,5m up to and including 2,0m (Unit: No.)

PBLD 8.2.13: Extra-over item B8.2.13 for type 2A heavy duty manhole covers and frame

The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus material) that is additional to that measured under the item, and the cost of construction of the manholes complete with short pipes and all flexible couplings in accordance with the details shown on the drawings.

SANS 1200LE: STORMWATER DRAINAGE

PSLE 1: Scope



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PSLE 1.1: Add the following:

This specification covers all the work in connection with the construction of subsurface drains and drainage blankets at the locations and to the size, shapes, grades and dimensions as shown on the Drawings or as directed by the Engineer.

Add the following sub clause

PSLE 3.6: Pipes

Pipes for subsurface drains shall be one of the following types as specified:

- a) Perforated HDPE pipes which comply with the requirements of DIN 4262 Part 1.

Perforated or slotted unplasticised PVC pipes which comply with the requirements of SANS 791.

Porous concrete pipes which comply with the requirements of BS 1194.

Vitrified clay pipes which comply with the requirements of SANS 559 (excepting the requirement regarding nominal diameter) and which have special joints intended for subsoil drains may be specified or used if the Engineer's approval is obtained in advance, provided that, where the gaps at the joint do not conform to the requirement for the slots specified below, the grading of the permeable material shall be suitable adapted to meet the design requirements for preventing permeable material from entering the pipe.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter $\pm$ 1,5 mm, and the number of perforations per metre shall not be fewer than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced evenly in two rows for 100 mm pipes and in four rows for 150 mm pipes.

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 Engineer's 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 of PVC pipes of the types specified above, or concrete pipes which comply with the requirements of SANS 677 Class A.

Add the following sub clause

PSLE 3.7: Permeable Material

Sand, crushed stone and geotextiles used as permeable filter materials for subsurface drains and drainage blankets shall conform to the following requirements:



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(a) Sand

Sand shall be clean, hard washed river sand obtained from approved sources. The grading of the sand shall be subject to the Engineer's approval. The requirements in respect of each type and the comparative prices of sand from the available sources will determine which source is to be used. The Contractor shall submit samples and prices from available sources when so instructed by the Engineer.

(b) Crushed stone

Crushed stone shall be clean, hard, durable crushed stone from approved sources. The aggregate crushing value of the stone shall not exceed 30 when tested in accordance with method B1 of TMH1.

(i) Crushed stone for graded filters

Crushed stone for graded filters shall conform to the grading requirements set out below:

Grade	Sieve size (mm)	Percentage passing by mass
Fine grade	26,5	100
	13,2	60-85
	3,35	15 min
	1,18	15 max
Coarse grade	26,5	100
	13,2	60-85
	6,70	15 min
	2,36	15 max



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The aggregate shall be evenly graded between the coarse and fine fractions with no undue discontinuities. The Engineer shall indicate the grade of stone required.

(ii) Crushed stone for filters which incorporate geotextiles

Crushed stone for filters which incorporate geotextiles shall be nominally sized stone which conforms to the grading requirements of SANS 1083, or crushed stone which complies with the grading requirements for graded filters. The Engineer shall indicate the type of stone to be used in each particular case.

(c) Geotextiles

Geotextiles shall be a non-woven, spun or thermic-bonded continuous filament fabric consisting of at least 85% by mass of poly- propylene, polyester or other approved material and manufactured for civil-engineering applications by a recognized manufacturer. The brand and type of geotextile to be used shall be as specified in the Project Specifications or on the Drawings or as directed by the Engineer.

Add the following sub clause

PSLE 3.8: Polyethylene Sheeting

Polyethylene sheeting shall be black in colour with a minimum thickness of 0,15 mm and manufactured by a recognized manufacturer.

PSLE 5: Construction

PSLE 5.2.4: Pipes with open joints laid with geofabric blanket wrapping

Delete this Sub-Clause and refer to Sub-Clause PSLE 3.6.

Add the following Sub-Clauses:

PSLE 5.8: Graded Filter Drains

After the completion of the excavations, the bottom portion of the trench shall be lined with polyethylene sheeting as shown on the Drawings. The top edges of the vertical portions of the sheeting shall be tacked to the sides of the excavation with nails or by any other suitable approved means. The sheeting shall be heat-welded at the laps. Sheeting damaged during installation or construction shall be replaced at the Contractor's cost.

A layer of permeable material of the class and thickness as shown on the Drawings shall be placed on the polyethylene sheeting on the bottom of the trench and shall be lightly tamped and finished to the required gradient to serve as a bedding for the pipes.

Pipes of the type and size required shall then be firmly bedded in the permeable material, true to level and grade, and shall be coupled where required. Where spigot-and-socket



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pipes are used, the socket ends shall be laid upgrade with the spigot fully entered into the adjacent socket. Where plain butt-ended pipes are used, they shall be laid firmly together to prevent the infiltration of backfill material. Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations at the top unless otherwise shown on the Drawings or instructed by the Engineer, in writing. The higher end of a subsurface drain pipe shall be sealed off with a loose concrete cap, and at the lower end the pipe shall be built into a concrete headwall to provide a positive outlet, or it shall be connected to stormwater pipes or culverts, all as shown on the Drawings or as directed by the Engineer.

Successive layers of permeable material shall be placed after the pipes have been laid. Permeable material shall be placed in layers not exceeding 300 mm at a time, and shall be lightly compacted. The total thickness of each type of permeable material shall be carefully controlled by means of spacers. When successive layers are placed, the lower layer shall not be walked on and shall, as far as is possible, not be disturbed. Care shall be taken to prevent the contamination of permeable material during construction of the subsurface drains, and all permeable material contaminated by the soil or silt shall be removed and replaced by the Contractor at his expense. Care shall also be taken at all stages not to perforate or otherwise damage the polyethylene lining.

The remainder of the trench shall be immediately backfilled with approved impermeable material preferably obtained from the excavations, in layers not exceeding 100 mm and compacted to 90% of modified AASHTO density, unless otherwise ordered by the Engineer. The trench must be specially protected against the ingress of water, soil and silt until the backfilling with impermeable material has been completed.

Permeable material in subsoil drains shall not be taken to the surface but shall be discontinued at such heights as will be determined by the Engineer.

Any section of a subsurface drain constructed from pipes without perforations or slots shall be backfilled with impermeable backfill material as described above.

PSLE 5.9: Filter Drains Which Incorporate Geotextiles

After the completion of the excavations, the bottom portion of the trench shall be lined with geotextile sheeting as shown on the Drawings. The top edges of the vertical portions of the geotextile sheeting shall be tacked to the sides of the excavation with nails or by another suitable approved means. An overlap of at least 200 mm shall be provided at each joint. Geotextile sheeting damaged during the installation or construction shall be replaced at the Contractor's cost.

The specifications set out in PSLE 5.8 above for the construction of the pipe bedding, the pipe laying, and the placing of the crushed stone filter materials for graded filter drains shall apply mutatis mutandis to filter drains which incorporate geotextiles.

After the pipes have been laid and the specified layer of crushed stone filter material has been completed, the protruding vertical sections of the geotextile sheeting shall be folded



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back across the filter material so that the filter material will be completely enwrapped in the geotextile sheeting. An overlap of at least 200 mm shall be provided between the portions folded back.

The specifications set out in Sub-Clause PSLE 5.8 above shall apply mutatis mutandis to the placing of the remaining layers of permeable material and the top layer of impermeable material, all as shown on the Drawings or ordered by the Engineer.

PSLE 5.10: Drainage Blankets

Drainage blankets shall be constructed in accordance with the details shown on the Drawings. Firstly geotextile sheeting shall be laid on top of the layer on which the drainage blanket is constructed. Then permeable material of the type specified shall be spread on the geotextile sheeting to the specified depth. The Contractor shall take care not to damage the geotextiles. The permeable material shall be lightly compacted and finished to the required level. To complete the drainage blanket, geotextile sheeting shall be laid on the layer of permeable material.

The layers on top of the drainage blanket shall be constructed in such a manner that the permeable material or the geotextile sheeting will not be displaced or damaged. Normally material which is to be compacted on top of the drainage blanket shall be watered and mixed before it is placed on the blanket. It shall then only be necessary to level and compact the material on the blanket.

SANS 1200 ME: SUBBASE

PSME 3: Material

PSME 3.2: Physical Properties

Replace sub-clause 3.2 with the following:

The type of material prescribed and used for the construction of each pavement layer shall comply with the requirements and specified project specification or as ordered by the engineer.

Notwithstanding the indicators on the drawings regarding the possible use of the source of natural material tested. Where natural gravel does not fully comply with the requirements in respect of maximum size after having been broken down. Oversize material shall be removed.

Gravel material for pavement layers may also be material recovered from existing material or imported material approved by the engineer.

Replace sub-clause 3.2.3 with the following:

Compaction requirements



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The minimum in situ dry density of gravel material shall be as specified on the drawings for the respective layers in terms of a percentage of modified AASHTO density.

Lower selected layer:	93% or 95% as required Sand: 100%
Upper selected layer:	93% or 95% as required Sand: 100%
Subbase selected layer:	95% or 97% as required for materials not chemically stabilized 95% or 96% as required for materials chemically stabilized
Base selected layer:	98% or 100% as required for materials not chemically stabilized 97% or 98% as required for materials chemically stabilized
Shoulder and wearing course:	93% or 95% as required

In restricted areas, pavement layers constructed with gravel material shall comply with the density requirements as specified in the project specification.

PSME 5: Construction

PSME 5.1: Precautions

Add the following sub-clause:

No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient air temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered.

The Contractor shall at all times supply all workers exposed to chemical stabilizing agents with approved protective apparel, eyewear and masks, and no person without such apparel,



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eyewear and masks shall be permitted to work with or be exposed to the chemical agents. Precautionary measure shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents blown by the wind or under similar circumstances

Add the following sub-clause:

PSME 5.4.5: Methods and Procedures

Pavement layers shall be constructed only where the underlying meets all the specified requirements and has been approved by the engineer. Before the construction of any pavement layer, and also before any material for a pavement layer is dumped on the road. The contractor shall check the underlying layer to establish whether there is any damage, wet spots or other defects which shall be rectified in accordance with the instructions of the engineer before the next layer is constructed.

Material for pavement layer shall be placed, spread, broken down, watered if necessary and mixed. Oversized material shall be removed and the layer compacted all in accordance with the requirements.

Work shall be so constructed that the road will be adequately drained at all times by means of temporary drainage pipes or other proved methods of drainage.

PSME 8: MEASUREMENT PAYMENT

Replace sub-clause 8.3.3 with the following:

PS 8.3.5 Construction of pavement layers with material from designated excavation

Lower selected layer compacted to 93% MOD AASHTO of thickness 150mm
(G6 material) – (Unit: m³)

Upper selected layer compacted to 95% MOD AASHTO of thickness 150mm
(G5 material) – (Unit: m³)

SANS 1200 MJ: SEGMENTED PAVING

PSMJ 3: Materials

PSMJ 3.1: Units

Add the following:

The Contractor shall obtain the necessary certificates from the supplier of concrete block paving units to ensure compliance with the latest SANS Specification (SANS 1058).

Paving units shall be according to project specification or as ordered by the engineer.



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PSMJ 5.2: Edge restraints

Add the following:

Where segmented paving is specified on areas that are to be constructed in half-widths or under traffic, the Contractor shall provide, at his expense, suitable temporary edge restraints to free edges of the paving to prevent the displacement of the units.

PSMJ 5.5: Filling gaps in unit pattern

Add the following:

A header course shall be used on perimeters and adjacent to edge restraints. Concrete infill shall be avoided on perimeters and adjacent to edge restraints.

PSMJ 5.6: Compaction of units

PSMJ 5.6.1: General

Add the following:

The compaction process shall be repeated after placement of jointing sand.

PSMJ 5.7: Joint Filling

Add the following:

Each day's production shall be completed up to the stage of placement of the jointing sand.

In cases of a loss of jointing sand after the initial jointing sand application, the Employers Agent may instruct the Contractor to carry out a re-application of jointing sanding.

SANS 1200 MK: KERBING AND CHANNELLING

PSMK 3.2.1: General

Replace sub clause 3.2.1 with the following:

Kerbing shall comply to the standard details as specified or as shown on the Drawings.

PSMK 3.9: Bedding material

Replace sub clause 3.9 with the following:

The material on which the precast concrete kerbs and channels shall be bedded on 15 MPa concrete.

PSMK 5.1: Excavation and bedding



CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Replace first paragraph with the following:

Kerbing and channelling shall be constructed on the completed road subbase layers.

PSMK 5.2: Precast concrete kerbing and channeling

Delete the last paragraph of the subclause and replace with:

After the grouting of kerb joints has been completed, the kerbs shall be backed with a well-punished 15 MPa concrete backing to the dimensions as shown on the drawings. On curves of radius less than 20 metres, the concrete backing shall be continuous, but on straights and curves of radius greater than 20 metres, the concrete backing shall be placed in short lengths across the joints. The backing concrete shall extend a minimum of

150 mm in each direction from the kerb joints.

Add the following sub clause:

PSMK 5.13: Precast concrete kerbing and cast in situ concrete channelling

Precast concrete kerbing and cast in situ concrete channelling shall be constructed in accordance with the details shown on the drawings and the applicable requirements of Clauses 5.2 to 5.10.

The formwork for the channelling shall be set up after the precast kerbs have been laid. The channelling shall be cast in alternate sections approximately 2m in length and the construction joints so formed shall coincide with joints in the precast kerbing, except that an expansion joint in lieu of a construction joint shall be provided at approximately 8m intervals. Where applicable, expansion joints in the channelling shall coincide with those in the precast kerbing.

SANS 1200 MM: ANCILLARY ROADWORKS

PSMM 3: Materials

PSMM 3.2: Road signs

PSMM 3.2.2 Structural steel

Delete the words "except that they shall be of d-shape cross-section" in the first paragraph.

Add the following:

All steel sign supports shall be hot-dip zinc-coated (galvanized). in accordance with SANS 763 for type A1 or B2 articles, as may be applicable.

PSMM 3.2.4: Steel plate

Replace sub clause 3.2.4 with the following:



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Steel plate for road signs shall be 1,4mm thick prepainted galvanised steel plate (Isacor grade G275 Chromadek), which has been treated on both sides with an epoxy primer followed by a silicon polyester top coat. The total dry thickness of the treatment shall be at least 25µm.

PSMM 3.2.8: Paints and protective coatings

PSMM 3.2.8.1: Structural steel sign supports and sign face frames

Replace sub clause 3.2.8.1 with the following:

The backs of all road sign faces shall be painted grey. The colour code of the paint shall be code No D36 according to the CKS 279 classification.

PSMM 5: Construction

PSMM 5.2: Road signs

PSMM 5.2.2.5 Painting of road signs

Replace sub clause 3.2.8.1 with the following:

Road sign boards shall be manufactured by a recognised manufacturer of road signs.

Retroflexive material shall be affixed to the road sign board face in strict accordance with the requirements and specifications of the retro reflective sheeting manufacturer. No silkscreening of road sign faces shall be acceptable other than the screening of black symbols on Regulatory or warning signs.



**C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS
CONTENTS**

C3.4.3.1 PARKING BAYS

CONTENTS

PSA 1: Scope of Work

PSA 1: Scope of Work

The work to be executed consist of the following:

- Construction of Parking bays to accommodate approximately 35 cars.
- Erection of structural steel works
- Installation of chromadeck IBR roof shedding
- Preparation of layer works for the construction of approximately 375 m² of Asphalted parking

C3.4.3.4 BUILDER'S WORK

PSD 1:SCOPE

This section covers the various construction activities associated with the erection of buildings which form part of certain civil projects.

Building work shall be carried out in accordance with the National Building Regulations and the information contained in this section.

Work appurtenant to the erection of buildings such as earthworks, concrete work, structural steelwork, etc. shall be carried out as specified in the appropriate sections of these specifications and will be measured and paid for under those sections.

PSD 2: INTERPRETATION

PSD 2.1: SUPPORTING SPECIFICATIONS

The following specifications shall, inter alia, form part of the Contract Document:

SANS 1200A

SANS 1200D

SANS 1200G



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SANS 1200HA**

Particular Specification G02: Corrosion.

PSD 3: MATERIALS

PSD 3.1: BRICKWORK, PLASTER WORK AND FLOOR SCREEDS

Bricks

Bricks shall comply with SANS 227 and shall be classified according to their intended use as defined below.

Engineering bricks in both the clay and cement categories shall be durable and selected for their uniformity of dimension, with a minimum average strength of 25 MPa. These bricks shall be free from cracks, chips or defects.

Face bricks shall not require any further decorative treatment and shall be selected for their uniformity of dimension, colour and texture, with a minimum average compressive strength of 25 MPa. These bricks shall be of clay, and shall be pressed or wire cut and free from chips, cracks, stones or other defects. Water absorption shall not exceed 5 %. Special care shall be taken in the loading, stacking and handling of face bricks, as no damaged bricks may be used.

Stock bricks shall be suitable for general building work and shall have a minimum compressive strength of 15 MPa. The water absorption of stock bricks shall not exceed 10 %.

Satisfactory proof of the load-bearing capacity of the bricks offered shall be submitted before deliveries are made to the Site.

Air bricks shall be well-burnt terracotta and shall be free from cracks and blemishes and lined with copper mosquito gauze.

Three samples of each type of brick shall be submitted to the Engineer for approval prior to the delivery of the bricks concerned. All subsequent deliveries shall be of a standard equal to or better than that of the approved samples.

Wall ties

Wall ties shall be of the galvanized, crimped, single-wire type with a 3,5 diameter, and shall comply with the requirements of SANS 28.

Damp-proof sheeting



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Damp-proof sheeting shall comply with SANS 248, type FV for fibre felt, or SANS 952, type B for embossed polyethylene sheeting.

Masonite

Masonite used for roof bearings on top of brick walls shall be 3 mm thick approved tempered masonite.

Roof bearings

Commercial roof bearings used on top of brick walls shall (unless otherwise stated) consist of an approved neoprene core protected with approved polyethylene sponge both sides, rated at 40 kN/m and which allows horizontal movement less than 2 mm.

PSD 3.2: IRONMONGERY

General

All steel and iron work shall be delivered clean and free from rust, pitting or other defects. Shop priming's shall be applied before delivery and shall consist of a coat of red oxide paint, or any other approved anti-rust paint on all surfaces.

Unless otherwise specified, all materials shall conform at least to the appropriate SANS or BS standards where such standards apply to ironmongery, steel, cast iron or any other related materials.

Pressed steel door frames

Pressed steel door frames shall comply with SANS 1129 and shall be manufactured from 1,6 mm thick mild-steel sheeting, pressed to the required shapes, properly mitred, welded and reinforced, with all welding neatly cleaned off.

Frames shall be of the widths required to suit the thickness of the walls into which they are built and shall be fitted with suitable tie bars and braces at the bottom. Three lugs to be built into the brickwork shall be provided on each jamb.

Rebates in frames and transoms for doors shall be of the widths required to suit the thicknesses of the doors and shall be fitted with a pair of approved steel butt hinges set flush into recesses in the frames. 4,5 mm thick reinforcing plates shall be welded to the backs of the frames at hinge positions.

Heads of frames over double doors shall be drilled where required to form keeps for bolts and shall be fitted with one rubber buffer for each leaf of the door.

Frames for single doors shall be fitted with approved chromium striking plates and adjustable striking-plate keeper boxes in at the back of the frame by a welded-on sheet-metal box. The frames shall be fitted with a minimum of two rubber buffers.



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Frames shall be protected against twisting and damage during transit and erection.

Pressed-steel doors

Pressed-steel doors shall be manufactured from 1,6 mm thick steel plate. The doors shall be of standard design, pressed to shape with 40 mm reveals all round. The doors shall be strengthened with full-length vertical V-shaped or other approved sectional strengthening ribs projecting to the outer face. Two horizontal stiffening rails shall also be welded to the inner face of the doors.

A door shall be hung on a pair of 100 mm long steel butt hinges with loose pins. The leaves of the hinges shall be welded to both the door and the door frame, and a 1,6 mm thick steel plate shall be welded to the inner face of the door to protect the lock.

One leaf of double doors shall be fitted at the top and bottom with approved 150 mm cast brass barrel bolts in an approved manner and the other leaf shall be fitted with a lock, the striking plate of which shall be fixed to the first leaf.

Where indicated on the Drawings, doors shall be fitted with louvered ventilation grills of approved design, backed with insect and vermin-proof gauze screening.

Steel window frames

All steel window frames shall comply with SANS 727 and shall be of the types and sizes shown on the Drawings.

Standard industrial types of steel window frames shall be constructed from rolled mild-steel industrial sections, 35 mm wide by 3 mm thick, with opening sections constructed from standard residential sections, 25 mm wide by 3 mm thick, welded at angles and properly jointed at intersections.

Window frames shall be formed perfectly flat, truly square and properly jointed at all angles, and the opening portion shall fit properly on all faces and shall open and close freely.

Glazing bars shall be continuous with jointed intersections, the ends being neatly tenoned into the frame and securely welded in position.

Frames shall be fitted with standard fixing lugs.

Opening sections shall open as indicated on the Drawings, and shall be fitted with steel hinges with brass pins. Pivots shall be fitted with bronze ring centres.

Side hung or top hung opening sections shall be fitted with brass handles and friction stays. Bottom hung sections shall be fitted with friction pivots and spring catches.



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Weather bar drips shall be attached to the fixed frames for the complete width of the window at the head of outward opening sections.

Composite windows may either be delivered completely assembled with mullions and transoms or as separate units for assembly on the Site, but "one piece" construction is preferred.

Burglar proofing for steel window frames

Burglar proofing for steel window frames shall be constructed from rolled mild steel rods of at least 12 mm diameter and welded at all intersections to form openings not exceeding 125 mm by 250 mm.

Burglar proofing sections shall be formed perfectly flat, truly square where applicable and properly welded onto the window frame in such a manner that it does in no way prohibit the opening/closing of windows nor the cleaning of window panes.

Burglar proofing shall be welded/fixed to the window frame prior to the building in of the frame.

Door locks and handles

All door locks shall comply with the requirements of SANS 4 and shall be of approved manufacture and pattern. All locks shall be supplied with two keys. Keys shall be distinctly numbered with consecutive numbers and each key shall be stamped with the same number as that of the lock which it controls. No two locks in any one building may have the same key.

External doors shall be fitted with three-lever heavy-duty mortice locks, which shall be master-keyed.

All locks shall be properly installed and, after completion, striker plates shall be adjusted and the locks serviced.

Door handles shall be of cast zinc of approved manufacture and pattern.

Miscellaneous fittings

All retaining devices for doors and windows as well as fittings such as coat hooks, retaining hooks, etc. shall be of solid brass. All fittings shall be secured by screws or set screws of the same material and finish as the fitting.

Fittings to be fixed to plastered walls, masonry or floors shall be fixed direct by means of patent plastic or fibre plugs fitted into drilled holes.

Door stops shall be provided at every door and shall be 40 mm diameter rubber stops.

Valves



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All water taps, other than those for special hospital and similar fittings, and stop taps shall comply with the requirements of SANS 226.

Ball valves shall comply with the requirements of SANS 752.

Non swinging rotary fire hose reels shall comply with the requirements of SABS 543 with solid discs and a 25 mm waterway at the brackets. They must incorporate a Jennkin's type control valve and a rotary pressure joint at hub to hose connection. Valve handwheels are to be clearly marked with a arrow and "Open" in red.

All reels are to be fitted with the specified length of 19mm internal diameter first quality 4 ply canvas reinforced red rubber hose having a smooth black rubber core or with another equal type of hose to the approval of the Engineer and the local Firemaster. The hose must be firmly fixed at one end to the reel hub connection and must be so arranged that the hose coils without kinking at the joints. It must be fitted at the other end with chromium plated 19mm metal shutoff cock and an 8mm detachable nozzle. A suitable chromium plated flexible hose guide through which hose is to be permanently threaded is to be provided and securely fixed to the wall and is to be near the reel in a way which will allow the hose to be run out in any direction. A suitable chromium plated bracket is to be provided for supporting the nozzle when the hose is not in use.

PSD 3.3: GLAZING

Glass

Glass shall comply with the requirements of CKS 55. The quality of all window glass shall be such that surface deterioration will not develop after glazing.

All glass shall be free from bubbles, waviness, scratches, stains or other imperfections.

Unless otherwise specified, sheet glass for glazing shall be flat-drawn clear glass of ordinary glazing quality and of the thicknesses indicated below.

For panes not exceeding 0.75 m in area **3 mm**

For panes exceeding 0.75 m but not exceeding 1,5 m in area **4 mm**

(b) Putty

All putty shall comply with the requirements of SANS 680.

Putty shall not be too hard or soft or caked when used, and shall dry evenly without crazing or cracking.



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Defective putty shall be cut out and replaced by the Contractor at his own expense, and any broken glass shall also be so replaced and putty so repainted.

PSD 3.4: CARPENTRY AND JOINERY

Materials

All timber used for structural purposes shall be of merchantable grade and shall comply with the requirements of SANS 563 and SANS 1245. Structural timber shall be carefully selected and of the best quality, free from large or dead knots, shakes, waney edges or other defects. Purlins, battens (for roof tiles) and bracing shall comply with the requirements of SANS 653. Finger-jointed structural timber shall comply with the requirements of SANS 096 and laminated timber with the requirements of SANS 1089.

Hardwoods and softwoods for joinery shall comply with SANS 1099 and SANS 1359 respectively and suitable species shall be used for the various purposes.

Unless otherwise specified, all materials shall conform to the appropriate SANS or BS specification where such standards exist for nails, screws, bolts, adhesives, etc.

Preservative treatment

All structural timber shall be given a preservative treatment suitable for the duty for which the timber is intended in accordance with SANS 05, and no untreated timber shall be used. The preservative treatment shall not impair the final finish. The timber shall be impregnated throughout. When surface coating is specified, the compounds applied on the surfaces of the timber shall form an unbroken film.

Priming

The jointing surfaces of all joints exposed to the weather and built-in portions of frames shall be thickly primed except where adhesives are specified.

Carpentry and joinery items which are prepared for painting by the manufacturer shall be knotted and primed before being dispatched to the Site.

Prime surfaces shall be touched up where necessary during the progress of the work or where Site adjustments have been made.

PSD 3.5: ROOF COVERING AND ACCESSORIES

Roof covers

Galvanized-steel sheeting



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Unless otherwise stated, galvanized-steel sheeting shall have a minimum ungalvanized thickness of 0,5 mm and shall be of the profile as scheduled or shown on the Drawings. The sheeting shall comply with the requirements of an approved manufacturer's specification. The galvanizing shall comply with the relevant requirements of SANS 934 for class Z 600 coating and shall have been passivated.

Fibre-cement sheeting

Fibre-cement sheeting shall have a minimum thickness of 5 mm, shall be of the profile as scheduled or shown on the Drawings, and shall comply with the relevant requirements of SANS 685.

Fasteners

Fasteners and washers shall comply with the requirements of SANS 1273, shall be durable, and shall be protected against corrosion to a standard at least equal to the standard of corrosion protection of the sheeting material with which they are to be used. Fasteners to be used with fibre-cement sheeting shall be hot-dip galvanized fasteners and nails for roof tiles shall be made of copper, aluminium or stainless steel.

Bolts and rivets used with galvanized sheeting shall be at least 4 mm in diameter, and those used with fibre cement sheeting, at least 6 mm in diameter. Nails for roof tiles shall be at least 2,8 mm thick and of sufficient length to penetrate the batten by 25 mm.

Self-tapping screws and blind rivets may be used for side-stitching and as fasteners for ridging, flashings, etc.

Rain-water goods and flashings

Rain-water goods such as launders, gutters, down pipes, etc. and flashings shall be of the size and materials as scheduled or shown on the Drawings, and the materials shall, if similar, comply with the same requirements as specified for the sheeting. All rain-water goods shall be supplied complete with adequate quantities of suitably shaped brackets and fasteners.

Sealants

Sealants shall comply with the requirements of SANS 110, SANS 1254 or SANS 1305 as applicable or with the sheeting manufacturer's recommendations as approved by the Engineer.

Battens

Battens for tiled roofs shall comply with clause PSD 3.4(a) and shall be of size 38 x 50 mm.

PSD 3.6: WALL AND FLOOR TILES



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- (a) Wall tiles shall be 'first grade' glazed ceramic tiles complying with the requirements of SANS 22 for class E tiles and shall be true and regular in shape and size and of even colour.
- (b) Quarry tiles shall be the best quality pressed tiles, sound, well burnt, even in size and colour and free of markings, hollows, cracks and chips.

PSD 3.7: WATERPROOFING OF CONCRETE ROOFS

Waterproofing material for concrete roof slabs shall be an approved synthetic membrane such as a multiple layer polyester reinforced acrylic membrane or other approved material capable of being fusion welded at joints to provide a homogeneous layer over the whole roof area. The membrane must be capable of withstanding extreme climatic conditions. It shall furthermore be biologically neutral, resistant to ultra-violet rays and heat, compatible with bitumen and be of a thickness of not less than 1.5 mm.

PSD 4: PLANT

Not applicable to this Section

PSD 5: CONSTRUCTION

PSD 5.1: BRICKWORK, PLASTER WORK AND FLOOR SCREEDS

PSD 5.1.1: Construction of brickwork

Cement mortar

Cement mortar shall, unless otherwise specified, consist of 1 part of Portland cement to 4 parts of sand by volume for normal brickwork and 1 part of Portland cement to 3 parts of sand by volume for reinforced brickwork. The ingredients for cement mortar shall be measured in proper gauge boxes on a boarded platform and thoroughly mixed. Alternatively, mixing may be by means of an approved mechanical batch mixer. Only when the dry ingredients have been thoroughly mixed and a mixture of uniform colour has been obtained may the water be added in sufficient quantity to obtain mortar with the required consistency.

Cement mortar shall be used within two hours of adding water to the mix and shall not be used after two hours or if it has begun to set. Mortar shall be turned over frequently until it is used to prevent it from setting.

Brickwork

Dimensions of all the brickwork shall be set out and built as shown on the Drawings. Bricks shall be kept wet before laying and the top of brickwork shall be wetted before any further bricks are laid. Bricks shall



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be well buttered with mortar before being laid and all joints shall be thoroughly flushed up as the work proceeds. All joints to faced brickwork shall be neatly made and key drawn with a 6 mm key.

Brickwork shall be carried up in a uniform manner with no portion being raised more than 1 m above an adjacent portion. All perpend, quoins, etc. shall be kept strictly true and square and the whole properly bonded together.

Unless otherwise stated, brickwork shall be built in stretcher bond and bats shall not be used except where required for the bond. All joints shall be 10 mm wide and four courses shall measure 340 mm.

Brickwork for cavity walls and solid walls built in stretcher bond shall be tied with wall ties placed not more than one metre apart in every third course, and shall be staggered vertically or as otherwise specified in the Project Specifications. At openings, the ties shall be positioned not more than 300 mm apart along the periphery of the opening and 150 mm from the opening.

Face brickwork shall be kept perfectly clean. Cavities in cavity walls shall be free of any rubble. Soiled brickwork shall be cleaned at the Contractor's expense, and the cleaning method shall be approved by the Engineer.

Reinforced brickwork

Brickwork over door and window openings shall be reinforced with steel rods, welded or expanded mesh, etc. Reinforcement shall be placed in each course of brickwork for a minimum of 4 courses or as shown on the Drawings. Reinforced brickwork shall continue at least 300 mm on each side of the openings.

Brick lintels are to be formed of good, sound well-burnt bricks properly bonded longitudinally. They are to have a bearing of at least 330mm on each side of the opening. Where two openings are less than 1 000mm apart that lintels shall be continuous over all the openings and their dividing piers and also have at least 330mm bearing at both extreme ends. At each reveal the end bricks of the bottom course must have bearing of at least half its face length.

The number of courses in each lintel shall be at least the number of courses stated in the table below. In continuous lintels, the height shall be for the widest opening spanned. The space between the brick skins of the bottom two courses of lintels in cavity walls is to be filled in with concrete made with small aggregate. The bricks are to be bedded and jointed in 3:1 cement mortar. Particular care must be taken to ensure solid bedding, particularly where the reinforcement occurs.

Each lintel is to be reinforced with lengths of approved brick reinforcement in single layers to the full length of the lintel as set out in the table below. Brick reinforcing must be placed in the bottom courses. All brick lintels must be built upon approved rigid temporary supports left in position for at least 7 days after the lintel is completed.



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Width of Opening	Thickness of Wall	No. of Brick Courses	Brick Reinforcement
Not Exceeding 1 500mm	115mm	4	1 Run 82mm wide in each of 2 joints
	230mm or 280mm	4	1 Run 158mm wide in each of 2 joints
1 500mm to 2 250mm	115mm	6	1 Run 82mm wide in each of 4 joints.
	230mm or 280mm	6	1 Run 158mm wide in each of 4 joints
2 250mm to 3 000mm	115mm	8	1 Run 82mm wide in each of 6 joints.
	230mm or 280mm	8	1 Run 158mm wide in each of 6 joints

Reinforcement of other diameters and strengths may be used providing the values used are equivalent to those shown in this table.

Prestressed concrete lintels may be used where approved by the Engineer. Prestressed lintels are to be as manufactured and supplied by an approved manufacturer, in the appropriate widths and in the lengths to provide a minimum bearing of 225mm each side of opening. Care must be taken to avoid breakages in handling.

Key for plaster

Joints of all brickwork receiving plaster shall be raked out, or the brick surfaces shall otherwise be prepared with an acrylic slurry or any other approved bonding agent.

Damp-proofing

A damp-proof course shall be laid over the full width of all the walls at a minimum height of 150 mm above the final ground level or wherever else it may be required, and it shall be lapped for at least 150 mm at angles and joints. A damp-proof course shall also be laid and stepped up under all external sills.

Roof bearings on top of brick walls



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Top of brick wall shall be properly finished with a 10 mm thick mortar layer with steel float finish and the bearing positioned securely on the centre of the wall. Should the bearing consist of two layers of masonite, the smooth faces of the masonite should each be covered with a thin layer of approved grease and stuck together to form a sliding bearing.

General

Rough and fair cutting shall be performed as required, and the brickwork shall be fitted around any steel work. Face brickwork shall be carefully cut and fitted to suit fittings.

Chases shall be left or formed for edges of concrete floors, staircases, etc. Chases shall also be provided wherever they may be required for pipes, conduits, switch boxes, distribution boards, and the like. Joints shall be raked out for flashings.

PSD 5.1.2: Plaster work

A plastered finish may consist of a combination of one or more of the following:

A single coat or first coat, comprising one application of a 1:6 cement : sand mixture with a wood or steel-float finish.

If a first coat, the plaster shall be wood-floated and then scratched, raked or otherwise roughened to provide a mechanical key for the second coat, which shall be applied within 24 hours. Should it be impossible to apply the second coat within 24 hours, the first coat shall be kept moist until the second coat is applied.

A second coat comprising one application of a 1:6 cement : sand mixture with a wood-float finish.

A finishing coat comprising a 1:1½ gyPSDm : sand mixture with a steel-float finish.

Thickness

The total thickness of the plaster finish shall be 10 mm minimum and 20 mm maximum.

Workmanship

All plaster work shall be finished smooth and ready to receive paint. Plaster shall be flush with the faces of all switch and plug boxes, the interiors of which shall be kept free from plaster. Plastered surfaces shall be plumb and jambs and reveals shall be formed square.

The plasterer shall cut out and make good all cracks, blisters and other defects and leave the plaster work, on completion, in a state which is acceptable to the Engineer

**PSD 5.1.3: Floor screeds****Normal screeds**

Normal screeds shall have a mix proportion by mass consisting of 1 part of Portland cement and 3 parts of fine aggregate. A minimum amount of water is to be used but it shall be sufficient to allow adequate compaction and activation of cement.

Screeds shall be laid on clean hardened bases, prepared as for granolithic screeds, and shall be steel-trowelled to a true and smooth finish. Joints in screeds shall coincide as nearly as possible with joints in the bases. The thickness of screeds shall be as shown on the Drawings or as directed by the Engineer.

The entire screed surface shall be free from loose or raised particles of aggregate, trowel marks or from any irregularities, humps or depressions exceeding 5 mm when measured from a 3 m long straight-edge.

Screeds shall be cured for 3 to 7 days as may be directed by the Engineer, and shall be protected from damage.

No moisture-sensitive floor finish shall be laid on screeds unless a reliable moisture test shows that the screed is sufficiently dry to receive the covering.

Granolithic screeds

Granolithic floor screeds shall be composed of 2 parts of Portland cement to 3 parts of aggregate with sufficient water added to obtain a consistency as dry as may be practicable. The screed shall be rendered with a wood float and struck off with a steel trowel after set has commenced.

The granolithic mixture shall be floated onto the concrete floor slab within 12 hours of the latter having been laid. Where this cannot be done within 12 hours, the concrete surfaces shall be thoroughly hacked, cleaned, watered and treated with approved cement slurry or with an approved bonding agent, as may be directed before the granolithic screed is laid.

Where a tinted granolithic screed is specified, it shall be placed in two layers, a lower layer placed to within 6 mm of the finished level and an upper layer into which the pigment has been mixed. No dusting on of colouring material will be allowed.

The surface of all granolithic screeds shall be kept damp for a period of at least 7 days after laying by covering it with polyethylene sheeting or by thickly covering it with wet sand, sawdust or Hessian kept moist by frequently sprinkling it with water.

The granolithic screeds shall be not less than 20 mm thick, finished to falls as shown on the Drawings, and shall be laid in panels not exceeding 4,0 m in any direction.



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Where shown on the Drawings or directed by the Engineer thresholds shall be finished with granolithic screeds 25 mm thick, treads 25 mm thick, and risers 20 mm thick, including rounded nosings and reedings.

Edges next to walls shall be finished with projecting skirting, 75 mm high, with rounded top edges, unless otherwise specified or instructed by the Engineer.

PSD 5.2: INSTALLATION OF DOORS AND WINDOWS

All built-in door and window frames shall be set straight, plumb and level, and shall operate to the satisfaction of the Engineer after fixing has been completed.

Fittings shall be either removed, or wrapped and protected from damage, until all rough trades have been completed.

PSD 5.3: GLAZING

Glass shall be cut in panes to suit all glazed openings with sufficient clearance all round to prevent cracking by expansion, contraction or vibration.

In all cases the glass shall be well bedded and back-puttied and installed as specified in SANS Code of Practice 0137.

All putty shall be carefully trimmed, cleaned off and neatly finished off straight with smooth surfaces and sharp mitres. A paint primer shall be applied as soon as the putty has dried out sufficiently to prevent shrinkage cracks from forming.

The entire glazing operation shall be cleaned before the premises are handed over for occupation.

PSD 5.4: CARPENTRY AND JOINERY

PSD 5.4.1: Carpentry work

Scope of work

Carpentry work shall be carried out in a manner consistent with good workmanship and in compliance with the Drawings.

The carpenter shall perform all cutting away and making good in attendance upon all other trades and he shall provide and maintain temporary coverings required for the protection of any finished work that might be damaged if left unprotected during the progress of the work.

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"Unwrought" timber shall be "as sawn" and shall be to the dimensions and within the tolerances specified in the relevant SANS Standard Specifications mentioned in Sub-Clause PSD 3.4 (a).

Jointing

Unless otherwise specified, all joints shall be secured by means of a suitable type and a sufficient number of approved connectors. All joints shall be carefully made in such a way that they will not impair the strength and stiffness of the beams or members.

Timber roof construction

The plates, joists, rafters, purlins, bracing and other pieces used for the construction of the roof and trusses shall be of the dimensions, spacing and construction, as shown on the Drawings.

All the joints in the framework shall be of the most appropriate type, accurately formed and adequately secured with fasteners as specified.

PSD 5.4.2: Joinery work**Scope of work**

Joinery work shall consist of the manufacture, delivery to the Site, and fixing in the buildings, of all joinery shown on the Drawings.

Except where a special finish is specified, the Contractor shall have all stairs, landings, doors, shelves and other joinery work cleaned and scrubbed down and shall leave all his work in a good order to the satisfaction of the Engineer.

Dimensions

All "wrought" timber shall be sawn, planed, drilled or otherwise machined or worked to the correct sizes and shapes shown on the Drawings.

Reasonable tolerance shall be provided at all connections between joinery works and the building structure to compensate adequately for any irregularities, settlements or any other movements.

Fabrication

The joiner shall perform all the necessary mortising, tenoning, grooving, matching, tonguing, housing, rebating and all the other works necessary for correct jointing. He shall also provide all metal plates, screws, nails and other fixings that may be necessary for doing the specified joinery work properly.



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Joints

Where joints are not specifically indicated, they shall be the recognised forms of joints for each position.
The joints shall be so made as to comply with part 2 of BS 1186.

Doors and frames

Door frames, linings, panel doors, framed, ledged and braced doors, flush doors, sliding doors, etc. shall be supplied or made by the joiner and shall be installed, fitted or hung as detailed on the Drawings.

All timber shall be "wrought" and prepared for oiling, staining, varnishing or painting.

Skirting, cornices, etc.

Skirting, cornices, etc. shall not be installed until after the wall coverings have been applied, the flooring laid and ceilings installed, unless otherwise specified.

In situ joinery

In situ joinery work shall not be executed until after all floor, wall and ceiling surfaces have been formed or constructed, unless otherwise instructed.

Ceilings

Ceilings shall consist of fibre-cement panels as shown on the Drawings and shall be nailed to the bracing or suspended from the roof structure. The panels shall be separated by exposed tees and insulated with a 50 mm thick fibreglass wool blanket where shown on the Drawings.

PSD 5.5: ROOF COVERING AND ACCESSORIES

General

Roofs shall be left perfect and watertight on completion of the work, and all gutters and valleys shall be cleaned out.

Metal Roof sheeting

Wherever possible, roof sheets shall be of a single length from eave to eave. However, if these lengths exceed the standard sheet lengths, the number of laps shall be kept to a minimum and shall conform to the manufacturer's recommendations for the roof slopes indicated. End laps extend beyond the purlin or rail by 150 mm.



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Sheeting shall be fixed to purlins with approved screws, each complete with a galvanized steel washer over an approved sealing grommet.

The sides of sheets shall be lapped over for a minimum of one corrugation or according to the manufacturer's recommendations and shall be stitched with approved screws or blind rivets.

All laps in sheeting shall be sealed with an approved sealant. Swarf, grindings and surplus fasteners shall be removed from the roof on completion. Holes for fasteners shall be drilled and not punched.

Flashings, ridging, eaves closers, etc. shall be of the size and shape necessary to suit the sheeting used. Flashings shall be of an approved type and shall be properly cut, lapped, shaped, dressed and fixed in an approved manner to render a waterproof finish. Provision shall be made for expansion and contraction in long lengths and at expansion joints of the building.

Gutters shall be fixed on suitable brackets and shall fall to outlets, all as directed by the Engineer. Gutters and brackets shall be standard units.

All down pipes shall be watertight and shall be fixed 25 mm clear of the finished wall face or structure by means of suitable brackets, and at approved spacings. The positions of the down pipes shall be as directed by the Engineer.

Roof tiling (both clay and concrete)

Note: All roofs to be tiled shall be provided with an underlay regardless of the slope of the roof.

Roof tiling shall be laid according to the "broken bond" method, and vertical joints between tiles and the bottom edge of each course of tiles, shall range perfectly straight.

For roof slopes up to 25°, tile overlap shall not be less than 100 mm and for steeper slopes not less than 75 mm.

Half tiles shall be provided as required at abutments and at verges of roofs.

Unless otherwise specified, each tile in every third course, all tiles in eaves courses and ridge courses, end tiles in every course at each side of hips and valleys, half tiles and full tiles at verges, and all tiles to open eaves and open overhanging verges shall be secured to the battens with galvanised wire having a diameter of 1,6 mm passed through the holes in nibs, and wound round the battens or round stout galvanised clout-headed nails driven into the battens.

Tiling shall be carefully cut and dressed at hips and valleys and, where necessary, at abutments, etc. Mitred portions of tiles at hips and valleys shall be holed and properly secured.



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Hip and ridge tiles shall be of the same material and manufacture as the roofing tiles, with a minimum cover of 75 mm over the top course of tiling on each side and with collars for overlapping joints, and shall be bedded and pointed in 1 to 3 cement mortar, with strips of approved bituminous sheeting laid under the mortar bedding of such a width as will give a lap of at least 25 mm onto the tiling at each side and lapped not less than 75 mm at end joints.

All hip tiles and every fourth ridge tile shall be holed and fixed with approved nails.

The hip and ridge junction tiles, stop ends, etc. shall be of approved design, made to work in with ridging and ordinary tiles and bedded and pointed as before.

Roof underlays

Underlays shall be draped over the rafters in such a manner that both horizontal and vertical overlaps are at least 150 mm. The underlay shall further extend over the tiling fillet and fascia board and into the eaves gutter in such a manner that no troughs be formed behind the fascia board to inhibit the free drainage of any condensation that may be formed.

Setting out of tiled roofs

Positioning top and bottom battens

Fix the bottom batten which is to carry the eaves or first course of tiles so that it allows an overhang of the tiles over the fascia board and of one third of the gutter. Fix the top battens so that the gap between the tiles of the two ridge courses is not more than 100 mm.

Batten gauge

The distance between the top of the eaves batten to the top of the top batten must be divided into equal batten gauges, which must not exceed those prescribed for the tile to be fixed (i.e. (for clay tiles) not exceeding 320 mm for roof slopes up to 25 and not exceeding 345 mm for steeper slopes).

Fixing battens

The nails for fixing battens and counter battens should be of sufficient length to penetrate the rafter by 40 mm. Ensure that all batten joints are located on a rafter.

Setting out tiles

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Set out a full course of tiles over the eaves course, starting with the correct overhang at the right hand verge. By opening or closing all the joints between the tiles it should be possible, given a normal run of eaves, to complete the required eaves length using only whole tiles and hence eliminating cutting.

Note: All general tile patterns are designed to allow a side lock tolerance of approximately 3 mm. Hence, by using this side lock tolerance along an eaves length; tile cutting can generally be avoided.

Keeping perpendicular lines true

This can be achieved by striking perpendicular chalk lines from eaves to ridge at three tile intervals. If the tiles are subsequently laid so that their edges coincide with these lines, the roof tiles will be perpendicular and a raking left-hand verge will be avoided.

Keeping horizontal lines true

This can be achieved by marking the batten gauge on a rod to make corresponding marks on the underlay or rafter across the roof.

Note: The bargeboard should not be fitted and the battens should not be cut until the above setting out procedure has been completed.

PSD 5.5: WALL AND FLOOR TILING

Tiles shall be fixed to walls with an approved adhesive and finished with white cement joints. Tiles shall be laid with straight joints and arranged symmetrically in the tiling pattern.

Concrete tiles and all other types of hard tiles used as floor cover shall be bedded in cement mortar and shall be laid level. Tiles shall be laid with straight joints and flush with granolithic work, where applicable.

Vinyl floor tiles shall be laid level and with straight joints. the adhesive compound used and the method of laying employed shall be strictly in accordance with the tile manufacturer's instructions.

PSD 5.7: WATERPROOFING OF CONCRETE ROOFS

The water proofing material shall be properly bonded or stuck to the concrete slab and shall be sealed up against parapets and properly flashed, sealed and dressed down into outlets and flashed around all protrusions all as shown on the Drawings.

On completion the entire surface area of the waterproofing shall be given two coats of a reflective paint compatible with the waterproofing material and be left neat, clean and watertight.



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The whole of the waterproofing installation must be carried out by specialists appointed by the manufacturer and the work must be guaranteed against any defects in material and/or workmanship for a period of ten years. Should any leaks become apparent during this time, the Contractor must undertake to have same repaired without delay and at his own cost.

PSD 6: TOLERANCES

Not applicable to this Section.

PSD 7: TESTING

Not applicable to this Section.

PSD 8: MEASUREMENT AND PAYMENT

Building work has been drawn up in accordance with models preambles for trades (1999) as published by ASAQS and standard measurement of measuring building works as amended and published by ASAQS.

C3.4.3.5 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Makhuduthamaga Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Makhuduthamaga Municipality achieve an acceptable

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level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

Hazard Identification & Risk Assessment (Construction Regulation 7)

Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Makhuduthamaga Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Makhuduthamaga Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.



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The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

Legal Requirements

All Contractors entering into a Contract with the Makhuduthamaga Municipality shall, as a minimum, comply with the

Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times

Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and “good-standing” from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.

Where work is being carried out on mines’ premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

Structure and Responsibilities

Overall Supervision and Responsibility for OH&S

It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: “Agreement with Mandatary” in his agreement with such Contractors.

Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)



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First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Makhuduthamaga Municipality together with concise CV's of the appointees. All appointments must be officially approved by Makhuduthamaga Municipality. Any changes in appointees or appointments must be communicated to Makhuduthamaga Municipality forthwith.

The Principal Contractor must, furthermore, provide Makhuduthamaga Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Makhuduthamaga Municipality may require that a Traffic Safety Officer be appointed for any project.

Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor



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OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening & Welcome
- Present/Apologies/Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident/Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

Administrative Controls and the Occupational Health & Safety File

The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- Copies of OH&S Committee and other relevant Minutes
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)



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Appointment/Designation forms as per (a)(i) & (ii) above.

Registers as follows:

Accident/Incident Register (Annexure 1 of the General Administrative Regulations)

OH&S Representatives Inspection Register

Asbestos Demolition & Stripping Register

Batch Plant Inspections

Construction Vehicles & Mobile Plant Inspections by Controller

Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User

Demolition Inspection Register

Designer's Inspection of Structures Record

Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)

Excavations Inspection

Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)

Fall Protection Inspection Register

First Aid Box Contents

Fire Equipment Inspection & Maintenance

Formwork & Support work Inspections

Hazardous Chemical Substances Record

Ladder Inspections

Lifting Equipment Register

Materials Hoist Inspection Register

Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)

Scaffolding Inspections

Stacking & Storage Inspection

Inspection of Structures

Inspection of Suspended Platforms

Inspection of Tunnelling Operations

Inspection of Vessels under Pressure

Welding Equipment Inspections

Inspection of Work conducted on or Near Water

All other applicable records



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Makhuduthamaga Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Makhuduthamaga Municipality on a monthly basis

Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Makhuduthamaga Municipality for record keeping purposes.

Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:



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OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated above
- Operators & Drivers of Construction Vehicles & Mobile Plant
(Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and
Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-coordinator

Awareness &Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.



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In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor will be required to do Site Safety Walks with Makhuduthamaga Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Makhuduthamaga Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Makhuduthamaga Municipality.

Checking, Reporting and Corrective Actions

Monthly Audit by Client (Construction Regulation 1(d))

Makhuduthamaga Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Other Audits and Inspections by Makhuduthamaga Municipality:

Makhuduthamaga Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

Conducting an Audit

A representative of the Principal Contractor must accompany Makhuduthamaga Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

Contractor's Audits and Inspections



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The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed
- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to Makhuduthamaga Municipality within two days and to the Provincial Director of the Department of Labour within seven days(Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a



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permanent physical defect, the incident must be reported to both Makhuduthamaga Municipality and the Provincial Director of the Department of Labour forthwith by telephone, tele-fax or E-mail.

The Principal Contractor is required to provide Makhuduthamaga Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Makhuduthamaga Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Makhuduthamaga Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Makhuduthamaga Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.



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First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

Fall Protection (Working in Elevated Positions (Construction regulation 8.))

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS

Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full bodyharness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Makhuduthamaga Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.



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C4 SITE INFORMATION

SITE INFORMATION

C4.1 LOCALITY PLAN

The proposed project is located at Makhuthamaga Municipality main office at Jane Furse within the jurisdiction of the Makhuduthamaga Local Municipality area in Sekhukhune District Municipality of Limpopo Province.

The proposed road works are approximately at the following co ordinates:

South	East
24°43'29.3"	29°45'26.1"E

1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

C4.2 SITE INFORMATION

2.1 Records and Test Results

2.1.1 Geotechnical report Available on request..

2.2 Reports on Physical Conditions

2.2.1 Mapping

2.4.3 Electricity



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MAKHUDUTHAMAGA LOCAL MUNICIPALITY

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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant authority.

C5 ANNEXURES



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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS	D.277
C5.2	GUIDELINES FOR THE IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)	D.291



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LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA.....	D.278
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT	D.280
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	283
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ...	285
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT.....	286
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	287
C5.1.7	FORM RDP 13(E) : ENGINEERING TRAINING REPORT	288
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	289



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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

Makhuduthamaga Municipality

Private Bag X 434

Jane Furse

1085

FOR INFORMATION ONLY:

This Guarantee is not to
completed and signed by
the Guarantor.

A separate form will be
issued to the successful
Tenderer

Notes to Tenderer

This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.

The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

CONTRACT No.: MIG/LP/2025/R/15/19

FOR CONSTRUCTION OF ACCESS BRIDGE IN MANGANENG VILLAGE

The guarantee is issued on behalf of

Registration No
.....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the
.....

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1 Each demand shall be in writing and delivered to us at
.....
such other address as we shall in writing notify to you.



C.D.279

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

Our aggregate liability under this guarantee is limited to

(R.....) and is restricted to payment of monies only.

This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.

This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at for and on behalf
of.....

on this the day of in the year

GUARANTOR:

AS WITNESS:

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

NAME(Print): NAME(Print):

ADDRESS ADDRESS

.....

.....

.....

.....



D.280

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005**

CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1.Name of firm :
Postal address :
Telephone no. :Fax no
Contact person :
VAT registration no. :

Type of firm (tick as appropriate)

Partnership.....
One person business/sole trader.....
Close corporation: registration no.....
Date of registration.....
Company: registration no.....
Pty Ltd: registration no.....

Principal Business Activities :

Service/work to be performed on this contract:

Participation in this contract

- as a Sub-contractor Yes/No
- in a Joint Venture Yes/No
- with main contractor Yes/No
- with a sub-contractor Yes/No

List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status %owned Yes/No	

List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.



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LIM473/PARKING-BAYS/21/22/005 CONSTRUCTION
OF PARKING BAYS AT MAIN OFFICE

PROJECT ANDWORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123):
Construction of rural roads) and follow this with the work carried out (eg.
construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the
main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value
of the work carried out by you.

Declaration

I,
.....
..., being duly authorised to sign on behalf of the firm, affirm that the PDI
equity in this business is as stated above and that the information furnished is
true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)



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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005**

CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Address

.....

Telephone no.....

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.



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MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
EXAMPLE

C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT No.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2016										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

CONSTRUCTION OF TRAINING ENROLLMENT OFFICE										
		Others (o)								
TOTALS										
GRAND TOTALS										



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

EXAMPLE

C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2005				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

EXAMPLE

C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
					TOTAL					



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LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

TOTAL ALL TRAINEES

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EXAMPLE

C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO.....

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

EXAMPLE

C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED			
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

EXAMPLE

C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2005						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MARISHANE-SPORTS/20/21/01**

CONSTRUCTION OF GRANDSTAND AT MARISHANE SPORTS COMPLEX (TURNKEY)

**C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR INTENSIVE
INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC
WORKS PROGRAMME (EPWP)**

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**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction or projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.



MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting engineers and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from www.publicworks.gov.za.

Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes

Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002

Government Gazette (DORA 2004 with MIG and PIG Conditions)

Documents relating on the Labour Intensive Contractor Learnership Programme



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA: Construction Education and Training Authority

CIDB: Construction Industry Development Board

ECSA: Engineering Council of South Africa

EPWP: Expanded Public Works Programme

FIDIC: French acronym for the International Federation of Consulting Engineers

NEC: New Engineering Contract

NQF: National Qualifications Framework

SANS: South African National Standard

SPWP: Special Public Works Programme

**1 INTRODUCTION**

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/PARKING-BAYS/21/22/005**

**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE
RESPONSIBILITIES OF THE PUBLIC BODY**

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

low-volume roads (typically less than 500 vehicles per day) and sidewalks;

stormwater drainage; and

trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

- 10.4.1 *The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*
- 10.4.2 *The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY LIM473/PARKING-BAYS/21/22/005
CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

10.4.3 *Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

2.3 Appointment of consulting engineers and contractors

The public body must ensure that:

the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);

works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and

works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

**CONTRACT DOCUMENTATION FOR CONSULTING ENGINEERS AND
CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS**

3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.



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CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE

3.2 Contract Documentation for Consulting Engineering Services

The scope of work must establish the manner in which the consultant is to provide the consulting engineering services associated with labour-intensive works.

The following must be included in the scope of work in the contract of employment with a Consulting Engineer:

General

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act published by the Engineering Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

Labour-intensive works

The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).

The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).

The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.

The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.

The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.

All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive

**CONSTRUCTION OF PARKING BAYS AT MAIN OFFICE**

works shall not constitute a change in scope or an additional service.

The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:

whenever a payment certificate is presented to the Client for payment; and

immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works**3.3.1 Conditions of tender**

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the tender data / conditions of tender in the contract with the Employer:

Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

Information to be submitted with the tender

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

3.3.2 Conditions of contract

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data / special conditions of contract in the contract with the Employer:

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be



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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.

Applicable labour laws

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

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

“department” means any department of the State, implementing agent or contractor;

“employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

“worker” means any person working in an elementary occupation on a SPWP;

“elementary occupation” means any occupation involving unskilled or semi-skilled work;

“management” means any person employed by a department or implementing agency to administer or execute an SPWP;

“task” means a fixed quantity of work;

“task-based work” means work in which a worker is paid a fixed rate for performing a task;

“task-rated worker” means a worker paid on the basis of the number of tasks completed;

“time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

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

**3 Normal Hours of Work**

3.1 An employer may not set tasks or hours of work that require a worker to work—
more than forty hours in any week
on more than five days in any week; and
for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

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

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

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

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

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

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



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- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
the worker's daily task rate, if the worker works for less than four hours;
double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday

9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
absent from work for more than two consecutive days; or
absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during



maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

four weeks before the expected date of birth; or

on an earlier date –

if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

if agreed to between employer and worker; or

on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

when the employee's child is born;

when the employee's child is sick;

in the event of a death of –

the employee's spouse or life partner;

the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

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

the employer's name and address and the name of the SPWP;

the tasks or job that the worker is to perform; and

the period for which the worker is hired or, if this is not certain, the expected



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duration of the contract;

the worker's rate of pay and how this is to be calculated;

the training that the worker will receive during the SPWP.

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

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

13 Keeping Records

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

the worker's name and position;

in the case of a task-rated worker, the number of tasks completed by the worker;

in the case of a time-rated worker, the time worked by the worker;

payments made to each worker.

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

14 Payment

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

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

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

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

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

14.6 Payment in cash or by cheque must take place –

at the workplace or at a place agreed to by the worker;

during the worker's working hours or within fifteen minutes of the start or finish of work;

in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

the period for which payment is made;



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the numbers of tasks completed or hours worked;
the worker's earnings;
any money deducted from the payment;
the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

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

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

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

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

16 Health and Safety

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

16.2 A worker must –

work in a way that does not endanger his/her health and safety or that of any other person;
obey any health and safety instruction;
obey all health and safety rules of the SPWP;
use any personal protective equipment or clothing issued by the employer;
report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational



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Injuries and Diseases Act, 130 of 1993.

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

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

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

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

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

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

19 Certificate of Service

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

- the worker's full name;
- the name and address of the employer;
- the SPWP on which the worker worked;
- the work performed by the worker;
- any training received by the worker as part of the SPWP;
- the period for which the worker worked on the SPWP;
- any other information agreed on by the employer and worker.

3.3.3 Scope of work



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Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS

Employer's objectives

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

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-Intensive Construction	This unit standard must



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		Systems and Techniques	be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.2 The rate of pay set for the SPWP is R per task or per day.

(Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

- the average worker completes 5 tasks per week in 40 hours or less; and
- the weakest worker completes 5 tasks per week in 55 hours or less.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of

1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- where the head of the household has less than a primary school education;
- that have less than one full time person earning an income;
- where subsistence agriculture is the source of income.
- those who are not in receipt of any social security pension income

1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:



- 60 % women;
- 20% youth who are between the ages of 18 and 25; and
- 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

1.2.3 Contract participation goals

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is



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provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4. must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with reference to SANS 1921-5 and its associated specification

data) Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is material:

granular materials:

whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

cohesive materials:

whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm,



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between 60 and 200mm.

A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.



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Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

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All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

3.3.4 Schedules of quantities

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:

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

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

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
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	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

4 DESIGN CHECKLIST

Cognisance of the following should be taken in the design of labour-intensive works:

Earthworks must be designed taking consideration of the method of construction, namely labour intensive.

Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.

During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.

Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable will the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easily identification of surrounding features.

Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.

Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.

Excavation in material which may constitute a safety hazard for workers must be excluded.

All pre-manufactured materials which are incorporated into the Works must be sized



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such that the mass of individual elements does not exceed 320kg.

Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.

Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.

Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.

Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.

Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.

There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks.

TENDER DRAWINGS