



**UBUHLEBEZWE LOCAL MUNICIPALITY**  
**THE CONSTRUCTION OF SANGCWABA SPORTS FIELD IN WARD 5**  
**CONTRACT No.: UBU-B-01/08/20**  
**(CIDB CATEGORY: 5CE OR HIGHER)**  
**PROCUREMENT DOCUMENT**

Name of Tenderer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

CRS Number \_\_\_\_\_

CSD Registration Number \_\_\_\_\_

Tender Sum \_\_\_\_\_

**EMPLOYER:**

**UBuhlebezwe Local Municipality**

29 Margaret Street

Ixopo

3276

Tel: (039) 834 7700

Fax: (039) 834 1168

**CONSULTING ENGINEERS:**

**Vumesa (Pty) Ltd**

1B Deodant Building

10 Payne Street

Pinetown,

3600

Tel: 031 701 1038

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**UBUHLEBEZWE LOCAL MUNICIPALITY**

**THE CONSTRUCTION OF SANGCWABA SPORTS FIELD IN WARD 5**

**CONTRACT No.: UBU-B-01/08/20**

**PROCUREMENT DOCUMENT**

**FOREWORD**

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.



## SUMMARY FOR TENDER OPENING PURPOSES

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

**Name of Contractor submitting the tender:** .....

**Tender amount** *(as stated in the Form of Offer)*: R.....

**Alternative Tender offered?** ..... (Yes / No)

If "Yes" state amount: R .....

**Specified Time for Completion:** 6 months

**Alternative Time for Completion offered?** ..... (Yes / No)

If "Yes", state time offered .....

**Details of contact person:**

Name *(Print)*: .....

Telephone No: ..... Fax No: .....

E-mail address: .....

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

**SIGNATURE:** .....  
*(of person authorised to sign the tender)*

**TENDER**

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

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CONTENTS

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## **T1: TENDERING PROCEDURES**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1: TENDER NOTICE AND INVITATION TO TENDER



UBUHLEBEZWE LOCAL MUNICIPALITY

CIDB CATEGORY: 5CE OR HIGHER

PROJECT NAME	BID NUMBER	CIDB GRADING	COMPULSORY BRIEFING SESSION	AVAILABILITY OF TENDER DOCUMENTS	NON-REFUNDABLE PRICE	CLOSING DATE
Construction of Sangcwaba Sports Field	UBU-B-01/08/20	5 CE or Higher	01 <sup>st</sup> September 2020 <b>Venue: Peace Initiative Hall</b>	Documents will be available from the 25 <sup>th</sup> August 2020 at 8h00. Cut-off for EFT purchases: 28 August 2020 at 17h00. Cut-off for purchase through our Cashiers: 31 <sup>st</sup> August 2020 at 15h00. Cut-off for confirmation to attend briefing: 28 <sup>th</sup> August 2020	R 1 458.61 per document. Cashier's office: 29 Margaret street	18 <sup>th</sup> September 2020 at 12h00

**(100% local manufactured steel must be supplied & MBD 6.2 local production & Content must be completed for the Sangcwaba Sports Field)**

Bid Documents clearly marked the **Bid name and Bid no.** must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be open to public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid.

**NB: late comers will not be admitted. Only tenderers with tender documents will be allowed to attend the briefing session. Tenderers to send confirmation to attend briefing via email to [nngewu@ubuhlebezwe.gov.za](mailto:nngewu@ubuhlebezwe.gov.za) indicating company name and representative. Should the number exceed 40, two sessions will be held and communication will be sent to all bidders prior the briefing date. Tenderers without face masks will not be allowed to attend the briefing session and you will be required to be at the briefing venue by 9h30 in order to ensure compliance with COVID-19 regulations (sanitizing, screening, social distancing etc). Tenderers who fail to meet the stated time will not be allowed to the venue. Any person who will be found with a body temperature of 38°C and above will not be allowed in.**

Tenderers should be registered and have CIDB contractor grading designation of **5CE OR HIGHER** and appropriate experience in major earthworks, sports fields construction. The works shall be completed within **06 Months**.

**.Enquiries regarding this notice may be directed as follows:**

Attention: Mr S.B Mkhwanazi on 039 834 7700 or email: [sbmkhwanazi@ubuhlebezwe.gov.za](mailto:sbmkhwanazi@ubuhlebezwe.gov.za). SCM enquiries should addressed to Ms. S. Sityata on 039 834 7700 or email: [ssityata@ubuhlebezwe.gov.za](mailto:ssityata@ubuhlebezwe.gov.za).

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

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The procedure for the evaluation of responsive tenders will be **Financial Offer, Quality and Preferences** and Quality will be evaluated prior to financial and Preference. **Functionality/quality: tender must achieve at least 60% in order to qualify for the second stage of evaluation.** Tenderers must provide proof of registration on Central Suppliers Database(CSD).

**The 80/20 scoring will apply in the second stage of evaluation.**

The following points will be awarded during the second stage of evaluation:

<b>Price</b>	<b>=</b>	<b>80</b>
B-BEE Status Level of Contributor 1	=	20
B-BEE Status Level of Contributor 2	=	18
B-BEE Status Level of Contributor 3	=	14
B-BEE Status Level of Contributor 4	=	12
B-BEE Status Level of Contributor 5	=	8
B-BEE Status Level of Contributor 6	=	6
B-BEE Status Level of Contributor 7	=	4
B-BEE Status Level of Contributor 8	=	2
Non-Compliant Contributor	=	0
<b>TOTAL</b>	<b>=</b>	<b>100</b>

Late bids or bids received by way of Post, facsimile or e-mail will, under no circumstances, be considered. The Ubuhebezwe Municipality subscribes to the Preferential Procurement Framework Act. 5 of 2000. The 80/20 principle applies to this bid. Bids shall be valid for a period of 90 days. The Ubuhebezwe Local Municipality does not bind itself to accepting the lowest or any bid, either wholly or in part or given any reason for such action. If the price offered by tenderer is not market related, the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled .

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Mr. Gamakhulu Sineke  
**Municipal Manager**  
UBuhlebezwe Local Municipality

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T1.2 TENDER DATA

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**T1.2: TENDER DATA**

**T1.2.1: STANDARD CONDITIONS OF TENDER**

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

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

***The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294***

**Clause No.**

**F.1.1 GENERAL**

**F.1.1 Actions**

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

**F.1.2 Tender documents**

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

**F.1.3 Interpretation**

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

**F.1.4 Communication and Employer's agent**

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied, and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the Contract Data.

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

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Tenderer for such cancellation and rejection but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

T1.2 TENDER DATA

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**F.2 TENDERER'S OBLIGATIONS**

*The Tenderer shall comply with the obligations hereafter:*

**F.2.1 Eligibility**

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

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

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

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

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the Tender Offer**

T1.2 TENDER DATA

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- F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.
- F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**
- Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative Tender Offers**
- F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.
- F.2.13 Submitting a Tender Offer**
- F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.
- F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.
- F.2.13.4 Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
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T1.2 TENDER DATA

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

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

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

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

**F.2.15 Closing time**

F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.

**F.2.16 Tender Offer validity**

F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

**F.2.17 Clarification of Tender Offer after submission**

Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

**F.2.18 Provide other material**

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

F.2.18.2 Dispose of samples of materials, where required.

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

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

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

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T1.2 TENDER DATA

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If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

**F.3 EMPLOYER'S UNDERTAKINGS**

*The Employer undertakes to:*

**F.3.1 Respond to clarification**

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

**F.3.2 Issue addenda**

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

**F.3.3 Return late Tender Offers**

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

**F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

T1.2 TENDER DATA

**F.3.5 Two-envelope system**

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

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

F.3.8.2 Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the

T1.2 TENDER DATA

- quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.
2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

**F.3.10 Clarification of a Tender Offer**

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

**F.3.11 Evaluation of Tender Offers**

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

**F.3.11.2 Method 1: In the case of a Financial Offer:**

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

**F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:**

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

**F.3.11.4 Method 3: In the case of a Financial Offer and Quality:**

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

**F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:**

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.

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- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

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

$$N_{fo} = W1 \times A$$

Where  $N_{fo}$  = is the number of tender evaluation points awarded for the financial offer;

$W1$  = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

$A$  = is the number calculated using the formula and option described in table below as stated in the tender data.

**FORMULAE FOR THE VALUE OF A**

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	$P/P_m$
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	$P_m/P$

$P_m$  = is the comparative offer which is the most favourable

$P$  = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

**F.3.12 Insurance provided by the Employer**

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

**F.3.13 Acceptance of Tender Offer**

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

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**F.3.14 Notice to unsuccessful Tenderers**

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

**F.3.15 Prepare contract documents**

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

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

**F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

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

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

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**T1.2.2: TENDER DATA**

**1. GENERAL**

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

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

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

**Clause No.**

**F.1.1 The Employer is:**  
UBuhlebezwe Local Municipality.

**F.1.2 Tender Document**

**(a) The Tender Document issued by the employer consist of the following:**

**TENDER**

**T1: Tendering Procedures**

T1.1: Tender Notice and Invitation to Tender  
T1.2: Tender Data

**T2: Returnable Documents**

T2.1: List of Returnable Documents  
T2.2: Returnable schedules and forms

**CONTRACT**

**Part 1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance  
C1.2: Contract Data  
C1.3: Form of Guarantee  
C1.4: Agreement with adjudicator  
C1.5: Agreement in terms of the OHSA No 85 of 1993

**Part 2: Pricing Data**

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

**Part 3: Scope of Work**

C3: Scope of Work

**Part 4: Project Specification**

**Part 5: Particular Specification**

**Part 6: Site Information**

C6: Site information

**Part 7: Annexures**

C7: Annexures

**(b) Drawings.**

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- (c) **“General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015** issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2015”). This document is obtainable separately, and Tenderers shall obtain their own copies.
- (d) **“Standard Specifications for Road and Bridge Works for State Road Authorities” COLTO 1998 Edition.** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
  - (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

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

**F.1.4 The Employer’s agent is:**

Name : Vumesa (Pty) Ltd

Address : 1B Deodant Building, 10 Payne Street, Pinetown 3600

Tel. : 031 701 1038 Fax: 031 701 0963

e-mail address: infrastructure@vumesa.co.za

**F.2.1 Eligibility**

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

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.



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Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 5CE/6GB OR HIGHER as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

**F.2.7 Site visit and Clarification**

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

Location / venue: at UBuhlebezwe Local Municipality's Peace Initiative Hall

Date: **01 September 2020** Starting time: **10H00**

Enquiries regarding the meeting and site inspection may be directed to:

Name: Mr. SB Mkhwanazi

Tel.: 039 834 7700

**F.2.12 Alternative tenders**

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

- (a) Individual items  
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs  
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
  - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
  - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
  - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
    - Changes in design parameters ordered by the Engineer;
    - Changes not arising from any failure or fault of the Contractor, but from

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modifications requested by the Engineer.

- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

**F.2.13 Submitting a Tender Offer**

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Delivery of Tender

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: UBuhlebezwe Local Municipality's Peace Initiative Hall

Physical address: UBuhlebezwe Local Municipality's offices at 29 Margaret Street Ixopo 3272/ Peace Initiative Hall Identification details: **Construction of Sangcwaba Sports Field in Ward 5,**

**Contract No.: UBU-B-01/08/20**

F.2.3.5 A two-envelope procedure will not be followed.

**F. 2.15 Closing Time**

The closing time for submission of Tender Offers is **12h00, on 18 September 2020**

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

**F. 2.16 Tender validity**

The Tender Offer validity period is 120 days from the closing time for submission of tenders.

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

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

**F.2.22 Return of Tender Documents**

Not applicable.

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**F.2.23 Certificates**

The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. ID certificate(s) of all directors, members and/or shareholders
4. An original valid Tax clearance issued by the South African Revenue Services
5. VAT Registration Certificate
6. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
7. Skills Development Levy Certificate
8. Joint venture agreement and power of attorney in case of joint ventures.
9. Contractors CIDB registration certificate.
10. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
11. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS

**F.3.4 Opening of Tender Submissions**

The time and location for opening of the tender offers are:

Time: **12:00** Date: **18 September 2020**

Location / Venue: UBuhlebezwe Local Municipality's Peace Initiative Hall

**F.3.11 Evaluation of Tender Offers**

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

**F.3.11.5 Method 4: Financial Offer, Quality and Preferences**

The score for quality will be calculated based on the assessment of the submitted returnables and as per the score card below.

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

$$Wq=W2 \times So / Ms$$

where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration

Ms is the maximum possible score for quality in respect to the submission, which equals 60.

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**Bidders that score less than 60% of the points will *not* be considered further.**

Details	Total Max Points	Item Max Points
<b>Criteria 1: Approach</b>	<b>10</b>	
<b>1.1 Preliminary Programme</b>		
The Preliminary Programme to include the full scope of work described in the work specification and schedule of quantities. The programme should highlight all planned activities, the sequence of executing the works and the completion timeframes of the activities. taking into account factors (i) & (ii) listed below, score will be allocated for the submitted programme as per the ranking outlined below.		
(i) Logic of the sequencing of construction activities and correlation with the cash flow		
(ii) Practicality of the completion timeframes of the respective activities		
The Preliminary Programme must be submitted under "Returnable Documents"		
Good (Fully complies with requisite (i) and (ii) above)		10
Average (Partly complies with requisite (i) and (ii) above)		5
Poor (does not comply with requisite (i) and (ii) above)		2
No Submission		0
<b>Criteria 2: Applicants's Expertise and Experience</b>	<b>55</b>	
<b>2.1 Site Agent (SA)</b>	<b>15</b>	
If SA has 10 years' experience and has completed similar projects		15
If SA has 7 years' experience and has completed similar projects		10
If SA has 5 years' experience and has completed similar projects		5
If SA has NOT completed similar projects in last 5 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under "Returnable Documents", <b>(The required minimum qualifications for the Site Agent is a National Diploma in Built Environment)</b>		
<b>2.2 General Foreman (GF)</b>	<b>10</b>	
If GF has 10 years' experience and has completed similar projects		10
If GF has 7 years' experience and has completed similar projects		8
If GF has 5 years' experience and has completed similar projects		6
If GF has NOT completed similar projects in last 3 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed GF must be submitted under "Returnable Documents"		
<b>2.3 Relevant Experience</b>	<b>30</b>	
5 Points per signed appointment letter and completion certificate		30
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience (must be submitted under "Returnable Documents"). Similar Projects are:		
(i) Sportsfields for any Local, Provincial & National Authority		

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(ii) Community Facilities for any Local, Provincial & National Authority		
<b>Criteria 3: Financial Resources</b>	<b>15</b>	
<b>3.1 Financial Status (Bank Ratings)</b>	<b>15</b>	
Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution to the Returnable Documents		
(i) Undoubted for the amount of your enquiry (Code A)		15
(ii) Good for the amount of your enquiry (Code B)		12
(iii) Good for the amount quoted, if strictly in the way of Business (Code C)		10
(iv) Fair trade risk for the amount of your enquiry (Code D)		5
(v) Figures considered too high (Code E)		2
(vi) Financial position unknown (Code F)		0
(vii) Occasional dishonours (Code G)		0
(viii) Frequent dishonours (Code H)		0
<b>Criteria 4: Plant and Equipment</b>	<b>20</b>	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below, and chooses to hire some or all of the required plant, then the points indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. <b>Points for hired plant will be allocated if an original Letter of Intent is attached from a Plant Hire Company.</b>		
<b>Tenderer is required to attach proof of Plant owned or Hired</b> owned and hired plant and equipment are to be entered in the Tender Document		Details of
Owens between 1 to 2 x 140 Class graders		5
Owens between 1 to 2 Water trucks (11000ℓ or Larger)		3
Owens 4 x 10m <sup>3</sup> capacity tip trucks		4
Owens 1 x 25t excavator		2
Owens 1 Grid-roller and 4x4 or 1 x self-propelled vibrator pad-foot roller (15t)		3
Owens 1 x loader (0.50m <sup>3</sup> bucket)		3
<b>TOTAL POINTS FOR QUALITY</b>	<b>100</b>	
<b>TENDERERS WITH A SCORE OF LESS THAN 60% WILL BE REJECTED AS NON-RESPONSIVE</b>		

**NB: Bidders are required to submit supporting documents to score full point**

- a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

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The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of Bid evaluation points awarded for the financial offer;
- W1 = 80 points for rand value not exceeding R50 000 000-00;
- Pm = the rand value of the lowest comparative offer;
- P = the rand value of the Bid Offer under consideration.

b) Scoring Preferences

The Bidder is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also [www.sanas.co.za](http://www.sanas.co.za) for details of accredited Verification Agencies.

Up to 20 Bid evaluation points will be awarded to Bidders who submit responsive Bids and who are found to be eligible for the preference claimed. Points are based on a Bidder's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a Bidder's B-BBEE status level of contributor and summarised in the table below:

**Table F.2: Preference Points based on B-BBEE status level of contributor**

Status Level of contributor	Scorecard	Preference Points based on scorecard (80/20 System)
1	≥ 100 points	20
2	≥ 85 but < 100 points	18
3	≥ 75 but < 85 points	14
4	≥ 65 but < 75 points	12
5	≥ 55 but < 65 points	8
6	≥ 45 but < 55 points	6
7	≥ 40 but < 45 points	4
8	≥ 30 but < 40 points	2
Non-compliant Contributor	< 30 points	0

Eligibility for preference points is subject to the following conditions:

- a) A Bidder's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Bid closing date (see Bid Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

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**Total Scores for Financial and Preference**

The points scored for a Bidder in respect of Price must be added to the points scored for the B-BBEE preferences. Only the Bid with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Client

**F.3.12 Acceptance of Tender Offer**

**F.3.12.1 Tender Offers will only be accepted on condition that:**

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (b) A valid original Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission;
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) 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.3.13 Copies of Contract**

The number of paper copies of the signed contract to be provided by the Employer is ONE.

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F.3.20 **Subcontracting**

F3.20.1. Definitions And Interpretations

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 2015, the Standard Specifications and the Project Specifications, together with the following definitions shall apply:

- (a) **"Project Manager"** this refer to the consultant that has been appointed by the UBuhlebezwe Local Municipality to manage the planning, design and construction of the project as described in the bid invitation.
- (b) **"Main Contract"** Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 2015.
- (c) **"Project Management Team (PMT)"** A team that is set up after award of the contract, consisting of the Contractor, the Engineer, a delegated person from the Employer and member of the Project Management consultant. The function of the PMT will be to consult regarding the management of the subcontracts involving LEs. The PMT will also evaluate the Contractor's performance regarding the goals set for LE involvement. The Employer's Project Manager and or the Project Management Consultant will to decide of which party is to chair and lead the team. Minutes of these meetings will be taken by the Engineer.
- (d) **"LE Construction Manager"**: Person provided by Contractor to guide, assist and mentor all eligible potential LEs tendering and awarded a contract as LE Subcontractors as per section 4.4 of this Specification Document.
- (e) **"Local Enterprise (LE)"**: A 'Local Enterprise' (LE) is defined as a company One that has an office within UBuhlebezwe local Municipality area and should be registered in UBuhlebezwe Local Municipality supplier database, **company need to be registered with the CIDB – Level 1 to 6.**
- (f) **"(Black People (BP))"**: 'Black people' (BP) are defined as Africans, Coloureds and Indians who hold South African Citizenship through their birth-right.
- (g) **Sub-contractor**: A contractor who contracts with the Main Contractor to provide works as part of the total services required by the Employer for that Contract.
- (h) **LE Package**: Specified work package identified for execution by LE's. The identifiers are Employer, Main Contractor and Management Team.
- (i) **Joint Venture**: An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.
- (j) **Local community**: The local community for the purposes of the

F3.20.2. Development Planning Phase

The development planning is a preparatory phase which concentrates on establishment of the Identification of Sustainable Works Opportunities.

2.1. *Identification of Works Opportunities (IWO)*

The process of identification of works opportunities process will be carried out in a number of stages on the Project, at design, tender and construction stage.



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2.2. *IWO on Design Stage:*

The design team led by the Engineer will identify sustainable works opportunities to be performed by LEs. This process will be guided by the Employer's developmental objectives. A **Value Engineering Session** will be held and bill of quantities to test the maximum beneficiation and meeting of the client objective.

2.3. *IWO on Construction Stage:*

During the construction stage, the Contractor or Employer through relevant structures (PMT or Project Review Meeting) may identify additional work to be performed by LEs. This additional work will also follow the specification in terms of scheduling and procuring LEs for such work.

The Contractor will note that all work measured in the Bills of Quantities is the Contractor's sole responsibility. This also applies where LEs have been identified for a particular portion of works in its entirety.

The LEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by Employer before tender or approved by the Project Management Team during construction.

The Contractor will supervise and manage the LE work at all times to ensure compliance with the specifications and drawings. (To be included in contract information)

F3.20.3. Tender Process Phase

According to the agreed LE Works Packages Schedule, the Contractor will start with procurement of LEs to partake in the tendering or quotation process. The Contractor may request a list of LEs from the Employer's database of "As and when" contractors. Within three working days, the Project Manager will forward the list of LEs together with any other relevant information such as; the contact person, contact numbers, and CIDB grades. Any problems encountered during invitation should be reported back to Project Manager or the PMT meeting before the Site Inspection Meeting (sometimes referred to as the Mandatory meeting).

3.1. *Tender process for LEs*

The following process will be enforced unless agreed otherwise with Project Management Team.

3.2. *Tender invitation*

A minimum of 3 (three) shall be invited to tender for each subcontract to be performed by LEs.

3.3. *Compilation and issue of tender documents*

The Engineer shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of LEs as stated in or as may reasonably be inferred from the conditions of this contract. All tender documentation shall be reviewed, approved and issued by the Contractor.

The Sub-Contract Agreement in accordance with the SAFCEC will be compiled by the Main Contractor with the assistance of the Engineer. The Main Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of clause 6 of the General Conditions of Contract for Construction Works 2015, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Employer, which approval shall be obtained by the Contractor prior to entering into the subcontract agreement.

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T1.2 TENDER DATA

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The Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the LE or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended which will be placed on SAFCEC sub-contract agreement with any necessary amendments.

3.4. *Facilitation of a Site Briefing Session*

The Contractor shall facilitate a Site Briefing Session for the invited LEs. The Main Contractor will also make sure that all relevant parties (PMT) are present and given an opportunity to present specific aspects of the requirements pertaining to their tender sections.

3.5. *Pre-Tender Assistance to the LEs*

At the briefing session, the Main Contractor assisted by the Project Manager and Engineer shall be responsible for ensuring that prospective LE Tenderers fully comprehend the:

- implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
- scope and extent of the portion of the works included in the subcontract;
- the requirements for quality control of works
- the requirements for occupational health and safety
- proper procedures for the submission of the tenders;
- procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

All the above should happen on the tender briefing session.

3.6. *Adjudication*

- (a) The Contractor shall receive all tenders at a location identified by him. All sealed tender submissions will be placed in a proper tender box provided by the Contractor for this purpose. A submission register will be maintained by the Contractor for all tenders received.
- (b) All tenders received shall be evaluated by the Contractor for final approval. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting.

The evaluation of the Occupational Health and Safety plans will be done by the Contractor SHE Officer.

- (c) The PMT shall have the right to interview any tenderer for the purpose of:

- clarifying any aspect of the tender;
- querying abnormally high or low rates and prices, and
- clarifying rates and prices which are not in balance with other tendered rates and prices.

- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

3.7. *Award of Tender*

The Contractor shall explain his evaluation process to the Project Management Team for endorsement. All enquiries about the process thereafter will be referred to the Employer.

The successful Contractor will award the work to the successful LE Tenderer where after a subcontract agreement will be signed between the Contractor and the successful LE Tenderer.

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T1.2 TENDER DATA

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3.8. *Sub-Contract Agreement*

In accordance with the provisions of Clause 6 of the General Conditions of Contract for Construction Works 2015 and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the LE. Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of this contract pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;
- (d) Occupational health and safety.
- (e) Use of labour intensive methods

shall apply as is in respect of all workers engaged and employed by any LE.

F3.20.4. Construction Phase

4.1. *Programming and monitoring*

- The Contractor shall be required to provide as part of his initial programme (Clause 5.6 of GCC 2015) and updated as necessary in accordance thereof the following:
  - Clear indication in the programme the timing and duration of each LE subcontractor
  - Projected cash flow aligned to the programme for LE subcontractors
- only work certified by the Engineer as having been completed by the LE subcontractor shall be eligible for inclusion in meeting the minimum **5%** value of the Works on the all contract.
- the Contractor will be required to provide proof of payments to LE sub-contractor's on a monthly basis as part of the payment certificate. Proof shall as a minimum consist of a signed copy of the subcontractor's invoice to the Contractor for inclusion in the interim payment certificates and the subcontractor's interim payment certificate summary page in a format to be approved by the Engineer.
- The Employer reserves the right to request documentary proof of such payments and shall entitle the Employer to terminate the Contract if the payments have not been made in accordance with certified interim payment certificates.
- The Contractor shall be required to ensure that payment to LE subcontractors shall not deviate by more than 10% of the programmed value in any interim monthly payment certificate. Failure by the Contractor to achieve this shall require substantiation and if necessary adjustment of the programme to indicate how compliance will be achieved.
- Failure to meet the Target Value at the Practical Completion date shall entitle the Employer to sanction as specified in Contract Data\*

4.2. *Attendance on subcontractors*

The Contractor shall in terms of the Clause 4.4.2 of the General Conditions of Contract for Construction Works (second edition 2015) be responsible for the subcontractors' acts, faults and defects as if they were his own.

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CONTENT

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**T2: RETURNABLE DOCUMENTS****TABLE OF CONTENT**

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## T2.1: LIST OF RETURNABLE DOCUMENTS

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever

All the documents that will eventually form part of the contract are listed in the Tender Data. Returnable schedules and forms are included in T2.2 hereafter.

The list of returnable documents comprise the following:

tick ☒

**1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

- Details of Registration with CIDB ..... ☐
- Proof of Purchase of Tender Documents ..... ☐
- Certificate of Attendance at Site Meeting ..... ☐
- Certificate of Authority for Signatory and Registration/ID ..... ☐
- Tenderer's Financial Standing ..... ☐
- Copy of Cancelled Cheque for Company ..... ☐
- VAT Registration Certificate ..... ☐
- Original Tax Clearance Certificate ..... ☐
- Skills Development Levy Certificate ..... ☐
- Workmen's Compensation Registration Certificate ..... ☐
- Schedule of Similar Work Undertaken ..... ☐
- Compulsory Enterprise Questionnaire ..... ☐
- Declaration of Interest ..... ☐
- Company / CC / Trust / Partnership / registration certificates ..... ☐
- Health and Safety Declaration ..... ☐
- ID certificate(s) of all directors, members and/or shareholders ..... ☐
- Joint Venture Agreement and Power of attorney in case of Joint Ventures ..... ☐
- VAT Registration Certificate ..... ☐
- Form of intent by bank or insurance company to provide a performance guarantee ..... ☐
- Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency ..... ☐
- Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS ..... ☐

**Note:** Tenderer to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the tender document.

## T2.1: LIST OF RETURNABLE DOCUMENTS

**T2.2 RETURNABLE SCHEDULES AND FORMS****T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES .**

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO TENDER DOCUMENTS
- D CERTIFICATE OF AUTHORITY FOR SIGNATORY
- E PLANT AND EQUIPMENT
- F EXPERIENCE OF TENDERER
- G PRESENT COMMITMENTS
- H PROPOSED SUBCONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- N PROOF OF CIDB REGISTRATION
- O TAX CLEARANCE CERTIFICATE
- P TENDERER'S FINANCIAL STANDING
- Q CENTRAL SUPPLIER DATABASE
- R DECLARATION OF INTEREST
- S RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
  - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
  - COPY OF CANCELLED CHEQUE FOR COMPANY OR LETTER FROM THE BANK
  - CERTIFICATE OF INDEPENDENT BID DETERMINATION
  - SKILLS DEVELOPMENT LEVY CERTIFICATE
  - WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE
  - UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
  - FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

*NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule in T2.2.2.*

*The following schedules and forms may or will be incorporated into the Contract:*

- PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN T2.2.2

## T2.1: LIST OF RETURNABLE DOCUMENTS

**PART A: INVITATION TO BID****MBD1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## T2.1: LIST OF RETURNABLE DOCUMENTS

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

<b>1. BID SUBMISSION:</b>				
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>				
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.				
<b>2. TAX COMPLIANCE REQUIREMENTS</b>				
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.				
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .				
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.				
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.				
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.				
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/>	<input type="checkbox"/>	YES NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>	YES NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>	YES NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>	YES NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>	<input type="checkbox"/>	YES NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>				

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

**SIGNATURE OF BIDDER:** .....

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

**DATE:**.....



T2.1: LIST OF RETURABLE DOCUMENTS

**A. CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that (*tenderer*)

.....

of(*address*) .....

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at UBuhlebezwe Local Municipality's Peace Initiative Hall, Margarete Street, Ixopo 3276 for **CONTRACT No.: UBU-B-01/08/20 Tuesday, 01 September 2020** starting at **10H00**

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

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

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

Capacity: .....

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

Capacity: .....

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

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

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



Municipal Date Stamp

## T2.1: LIST OF RETURNABLE DOCUMENTS

**B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

**Section 3. CIDB registration number, if any:** \_\_\_\_\_

**Section 4. Particulars of sole proprietors and partners in partnerships.**

Name*	Identity number*	Personal income tax number*

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

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

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 6. Record in the service of the state**

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

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

If any of the above boxes are marked, disclose the following\*:

## T2.1: LIST OF RETURNABLE DOCUMENTS

Name of sole proprietor, partner, directors, manager, principal share holder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\* Insert separate page if necessary.

### Section 7. Record of spouses, children and parents in the service of the state

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

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

If any of the above boxes are marked, disclose the following\*:

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

\* Insert separate page if necessary.

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

- i. authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combatting of Corrupt Activities Act of 2004;
- iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

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

Position: \_\_\_\_\_

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

**C: RECORD OF ADDENDUM TO TENDER DOCUMENTS**

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

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

SIGNATURE: ..... DATE .....

(of person authorised to sign on behalf of the Tenderer)

## T2.1: LIST OF RETURNABLE DOCUMENTS

**D: 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.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) CERTIFICATE FOR COMPANY**

I, ....., chairperson of the Board of Directors of ..... hereby confirm that by resolution of the Board (copy attached) taken on ..... 20.....,

Mr./Ms ..... acting in the capacity of ..... was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

**(III) CERTIFICATE FOR PARTNERSHIP**

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

.....

hereby authorise Mr./Ms ..... ,

acting in the capacity of ..... , to sign all

documents in connection with the tender for Contract No ..... and any

contract resulting from it on our behalf.

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.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

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

Mr./Ms....., authorized signatory of the company,

..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No .....and any contract resulting from it on our behalf.

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

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

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

As Witnesses:

1.....

2. ....

Date: .....



---

T2.1: LIST OF RETURNABLE DOCUMENTS

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**REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]***

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T2.1: LIST OF RETURNABLE DOCUMENTS

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**FUNCTIONALITY/QUALITY DOCUMENTS**

*[The Bidder's Construction Method Statement is to be inserted here].*

## T2.1: LIST OF RETURNABLE DOCUMENTS

**E: 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 if my / our tender is accepted.

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.** *(Copies of ownership documents for each machine owned are to be attached behind this page. Failure to do that will result in relevant points not being earned to this tender during tender evaluation)*

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE
1. Grader (.....type)		
2. Smooth Drum Roller		
3. Padfoot Roller		
4. Water Truck (.....capacity)		
5. Excavator (.....size)		
6. Tip Truck (.....size)		
7. TLB (.....size)		
8. Other:.....		

**Attach additional pages if more space is required**

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

**Attach additional pages if more space is required**

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

**F: EXPERIENCE OF TENDERER**

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

Name of traceable reference with contact details and or completion certificates to be included for verification

<b>EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK (inclusive of VAT)</b>	<b>DATE COMPLETED OR EXPECTED TO BE COMPLETED</b>

**Attach additional pages if more space is required.**

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Tenderer)*

## T2.1: LIST OF RETURNABLE DOCUMENTS

**G: PRESENT COMMITMENTS**

The following are list of contracts or tenders that I or we are currently committed to complete.

<b>Employer and Contract Description</b>	<b>Contract Amount</b>	<b>Duration and Completion Date</b>	<b>Consulting Engineer</b>

Signature:.....

Date: .....

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**H: AGREEMENT TO CEDE 5% OF THE WORKS TO LOCAL EMERGING CONTRACTORS**

(Please print)

It is hereby CERTIFIED that I, ..... (Name)

In my capacity as ..... and a duly authorized

Representative of ..... (the TENDERER)

Of (address) .....

In the company of ..... (the ENGINEER)

**Agree to cede 5% of the works to Local Contractors, as appointed/nominated by the Municipality. The scope to be ceded will be agreed once the contract is awarded.**

I hereby DECLARE that I am satisfied with the description of the Works to be ceded and the explanations given by the Engineer.

SIGNATURE .....  
(On behalf of TENDERER)

DATE .....

**AS WITNESS:-**

NAME: .....

SIGNATURE: .....

DATE: .....

## T2.1: LIST OF RETURNABLE DOCUMENTS

**I: KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

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

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:..... ..... ..... ..... ...						

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

**J: CURRICULUM VITAE OF KEY PERSONNEL**

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:.....

Signature:.....

The tenderer must countersign indicating agreement with the contents of this form.

Date: .....

Signature of Tenderer: .....



[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature: .....

Signature of Tenderer: .....



## T2.1: LIST OF RETURNABLE DOCUMENTS

**L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

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

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

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

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

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

## (c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Tenderer)*

## T2.1: LIST OF RETURNABLE DOCUMENTS

**M: CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

(a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**

(c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)*

(a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

## T2.1: LIST OF RETURNABLE DOCUMENTS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired: .....  
.....  
.....  
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor: .....
- Qualifications or details of competency of the subcontractor: .....  
.....  
.....  
.....
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

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

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T2.1: LIST OF RETURNABLE DOCUMENTS

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**CONTRACTOR'S SAFETY PLAN**

*[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1]*

T2.1: LIST OF RETURNABLE DOCUMENTS

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**N: PROOF OF CIDB REGISTRATION**

*Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.*

*In the case of a Joint Venture, CIDB Certificates of Registration for all members of the Joint Venture must be supplied.*

**1. CIDB Requirement****1.1 CIDB Grading**

Bidders who are registered with CIDB in a contractor registration equal or higher than 6CE will be eligible to bid.

**1.2 Proof of CIDB registration**

Bidders who fail to provide the relevant information called for in 1.1 above prior to the closing date of the bid shall be disqualified from further consideration.

**1. EPWP Guidelines for the Implementation of Labour Intensive Projects**

The EPWP guidelines for labour intensive methods of construction will apply in order to promote the use of local labour and also afford them with opportunities for training thus transferring skills.

**3. Evaluation Criteria**

The bids will be evaluated using a two stage evaluation approach. The first stage will be the functionality and the second stage will be the price and preferential points.



T2.1: LIST OF RETURNABLE DOCUMENTS

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**O: TAX CLEARANCE CERTIFICATE****MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

## T2.1: LIST OF RETURNABLE DOCUMENTS

## APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3.	Identification number:																		
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):																		

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

T2.1: LIST OF RETURNABLE DOCUMENTS

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**P: TENDERER'S FINANCIAL STANDING**

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank*):

***Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

---

T2.1: LIST OF RETURNABLE DOCUMENTS

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**Q:     CENTRAL SUPPLIER DATABASE**

***[The Bidder must attach hereto a detailed CSD].***

## T2.1: LIST OF RETURNABLE DOCUMENTS

**MBD 4****R: DECLARATION OF INTEREST**

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

---

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

(a) a member of –

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

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

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

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

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

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

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

3.8.1 If so, furnish particulars.

.....  
 .....

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

3.9.1 If so, furnish particulars

.....  
 .....

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

3.10.1 If so, furnish particulars.

.....  
 .....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....  
 .....

**CERTIFICATION**

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

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## T2.1: LIST OF RETURNABLE DOCUMENTS

## MBD 6.1

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:  
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.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:
- |  | POINTS     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |
- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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.

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

## T2.1: LIST OF RETURNABLE DOCUMENTS

- 
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
  - (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
  - (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
  - (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
  - (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
  - (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  - (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
  - (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
  - (l) **“non-firm prices”** means all prices other than “firm” prices;
  - (m) **“person”** includes a juristic person;
  - (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
  - (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
  - (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
  - (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
  - (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
  - (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



## T2.1: LIST OF RETURNABLE DOCUMENTS

**3. ADJUDICATION USING A POINT SYSTEM**

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

**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

## T2.1: LIST OF RETURNABLE DOCUMENTS

- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(*Tick applicable box*)

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

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

- 9.1 Name of company/firm:.....

- 9.2 VAT registration number:.....

## T2.1: LIST OF RETURNABLE DOCUMENTS

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

T2.1: LIST OF RETURNABLE DOCUMENTS

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## T2.1: LIST OF RETURNABLE DOCUMENTS

**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, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.**

---

T2.1: LIST OF RETURNABLE DOCUMENTS

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1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. 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:**

## T2.1: LIST OF RETURNABLE DOCUMENTS

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Gabions	100%
Prefabricated Steel	100%
Galvanised steel gate	100%
Galvanised soccer goal posts	100%
Mesh wire	100%
Galvanised steel window frames	90%
Electricity cables	100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 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 the 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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority provide directives in this regard.

## T2.1: LIST OF RETURNABLE DOCUMENTS

**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 Municipality / Municipal Entity):

.....

NB

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

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

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

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

have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) 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;



## T2.1: LIST OF RETURNABLE DOCUMENTS

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(C1)	<b>Tender No.</b>
(C2)	<b>Tender description:</b>
(C3)	<b>Designated product(s)</b>
(C4)	<b>Tender Authority:</b>
(C5)	<b>Tendering Entity name:</b>
(C6)	<b>Tender Exchange Rate:</b>
(C7)	<b>Specified local content %</b>

Pula  EU  GBP Date:

## T2.1: LIST OF RETURNABLE DOCUMENTS

SATS 1286.2011

## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_

(D2) Tender description: \_\_\_\_\_

(D3) Designated Products: \_\_\_\_\_

(D4) Tender Authority: \_\_\_\_\_

(D5) Tendering Entity name: \_\_\_\_\_

(D6) Tender Exchange Rate: \_\_\_\_\_

Pula \_\_\_\_\_

EU R 9.00

GBP R 12.00

Note: VAT to be excluded  
from all calculations

## A. Exempted imported content

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

(D19) Total exempt imported value R \_\_\_\_\_

This total must correspond with  
Annex C - C 21

## B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R \_\_\_\_\_

## C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R \_\_\_\_\_

## D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party R \_\_\_\_\_

Signature of tenderer from Annex B \_\_\_\_\_

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above R \_\_\_\_\_

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

This total must correspond with  
Annex C - C 23

## T2.1: LIST OF RETURNABLE DOCUMENTS

SATS 1286.2011

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

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

(E10) **Manpower costs** (Tenderer's manpower cost) R

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R

(E13) Total local content R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 8

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

## T2.1: LIST OF RETURNABLE DOCUMENTS

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
 DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

---

T2.1: LIST OF RETURNABLE DOCUMENTS

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**S: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes: Electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide the following:
  - an original/certified copy of the lease agreement for the premises where the business is situated.
  - A letter from the landlord confirming that all the tenant's payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid and up to date. The letter should have the landlords contact details.
  - The landlord's municipal bill, for the property in question.

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T2.1: LIST OF RETURNABLE DOCUMENTS

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**COPY OF CANCELLED CHEQUE FOR BIDDER OR LETTER FROM THE BANK**

*[The Bidder shall insert here a copy of a cancelled cheque for a company or a letter from the Bank confirming the Bidder's banking details.]*



T2.1: LIST OF RETURNABLE DOCUMENTS

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**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

T2.1: LIST OF RETURNABLE DOCUMENTS

- 
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

---

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**SKILLS DEVELOPMENT LEVY CERTIFICATE**

*[The Bidder's Skills Development Levy Certificate to be inserted here].*

---

T2.1: LIST OF RETURNABLE DOCUMENTS

---

**WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE**

*[The Bidder's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].*

T2.1: LIST OF RETURNABLE DOCUMENTS

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**UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE**

*[The Bidder's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].*

T2.1: LIST OF RETURNABLE DOCUMENTS

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**FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

***[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].***

T2.1: LIST OF RETURNABLE DOCUMENTS

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**T.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT**

**PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT**

**IMPORTANT NOTES:**

1. *Bidders with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Bidders other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Bidder and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the Bid.*
6. *The B-BBEE status level attained by the Bidder must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the Bid, and failure to submit these certificates will prejudice the Bid and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the UBUHLEBEZWE LOCAL MUNICIPALITY will apply.*
9. *It is the Bidder's responsibility to ensure that the details as submitted to the Municipality are correct.*



T2.1: LIST OF RETURNABLE DOCUMENTS

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**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

*[The Bidder shall attach hereto the Contractor's Proof of B-BBEE status level verification].*

## T2.1: LIST OF RETURNABLE DOCUMENTS

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)****BALANCED SCORECARD 2:****(80/20 PREFERENCE POINT SYSTEM)**

For competitive bids/price quotations with a Rand value equal to or above R30 000-00 and up to R50 000 000-00

<b>Status Level of contributor</b>	<b>Scorecard</b>	<b>Preference Points based on scorecard (80/20 System)</b>	<b>Tick Score Claimed</b>
1	$\geq 100$ points	20	
2	$\geq 85$ but $< 100$ points	18	
3	$\geq 75$ but $< 85$ points	14	
4	$\geq 65$ but $< 75$ points	12	
5	$\geq 55$ but $< 65$ points	8	
6	$\geq 45$ but $< 55$ points	6	
7	$\geq 40$ but $< 45$ points	4	
8	$\geq 30$ but $< 40$ points	2	
Non-compliant Contributor	$< 30$ points	0	

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T2.1: LIST OF RETURNABLE DOCUMENTS

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**T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER**

- PERFORMANCE GUARANTEE ..... T81
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION  
REGULATIONS 2003..... T83

## T2.1: LIST OF RETURNABLE DOCUMENTS

**PERFORMANCE GUARANTEE****Employer:** *(name and address)*.....

.....

.....

**Contract No:** .....*(Contract title)* .....**WHEREAS** .....

(hereinafter referred to as "the Employer") entered into, on the ..... day of ..... 20....,

a Contract with .....

(hereinafter called "the Contractor") for *(CONTRACT TITLE)* .....

..... at .....

**AND WHEREAS** it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;**AND WHEREAS** .....(hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;**NOW THEREFORE WE,** .....  
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

T2.1: LIST OF RETURNABLE DOCUMENTS

4. My/Our total liability in terms hereof shall be limited to the sum of R .....  
(in words ..... )  
(10 % of the Bid sum) which amount I/we agree to hold at your disposal.
5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.  
  
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.
6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....  
.....
7. 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 the Employer.

**IN WITNESS WHEREOF** this guarantee has been executed by us at .....on this  
..... day of .....20.....

**Signature:** .....

Duly authorized to sign on behalf of: (*Guarantor*) .....  
.....

Address .....  
.....

**As witnesses:**

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

## T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

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

SIGNED BY:

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

CLIENT:..... DATE:.....

## **CONTRACT**

- C1: AGREEMENTS AND CONTRACT DATA
- C2: PRICING DATA
- C3: SCOPE OF WORK
- C4: SITE INFORMATION
- C5: ANNEXURES

---

## CONTRACT

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C1.1: FORM OF OFFER AND ACCEPTANCE

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**C1: AGREEMENTS AND CONTRACT DATA**

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

**A. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**CONTRACT No.: UBU-B-01/08/20**  
**THE CONSTRUCTION OF SANGCWABA SPORTS FIELD IN WARD 5**

The Bidder, identified in the Offer Signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the prices inclusive of Value Added Tax is:**

R ..... (In words. ....),  
.....),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

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

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

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

**Address:** .....  
.....

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

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Bidder to sign this form will invalidate the Bid]**

C1.1: FORM OF OFFER AND ACCEPTANCE

**B. ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 6.2 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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:** .....

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

**Capacity:** .....

**Name of Employer** *(organisation)* .....

**Address:** .....

.....

**Witness:**

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

**Date:** .....

---

C1.1: FORM OF OFFER AND ACCEPTANCE

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**C. SCHEDULE OF DEVIATIONS**

The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

C1.1: FORM OF OFFER AND ACCEPTANCE

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**FOR THE BIDDER:**

**Signature:**.....

**Name:** .....

**Capacity:** .....

**Bidder:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:**.....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:**.....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:**.....

**Name:** .....

**Date:** .....

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C1.2. CONTRACT DATA

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**C1.2: CONTRACT DATA**

**C1.2.1 CONDITIONS OF CONTRACT**

**C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

**C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

**C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

**C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015**

**Contract Price Adjustment Schedule – Page 86**

Replace paragraph beginning with " "F" is the "Fuel Index" ..." to "... Statistics South Africa." with the following:-

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level for the **Coast** as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

**C1.2.1.3 PAYMENT OF LABOUR AND CLO**

The ward councillor in whose wards work is to be done will, collectively identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter into a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (**Current minimum wage prescribed is R250.00 per day**).
- The duration of the appointment.

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C1.2. CONTRACT DATA

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- The duties to be undertaken by the CLO which could include:
  - i. Assisting in all respects relating to the recruitment of local labour.
  - ii. Acting as a source of information for the community and councilors on issues related to the contract.
  - iii. Keeping the Contractor advised on community issues and issues pertaining to local security.
  - iv. Assisting in setting up any meetings or negotiations with affected parties.
  - v. Keeping a written record of any labour or community issues that may arise.
  - vi. Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in consultation with the CLO.

The Contractor shall have the right to determine the total number of labourers required at any time, and this will vary through the duration of the contract

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage rate (Current minimum rate prescribe by the UBUHLEBEZWE Local Municipality is R 200.00 rand per day or per task or may change as per employer's instruction), and all statutory conditions of employment shall be met.

It is the contractor responsibility to pay the Community Liaison Officer for the entire duration of the contract as per the provisional sum in the bill of quantities. In the event that the contractor's work is not complete within the allowed duration, the community Liaison Officer shall still be paid for by the contractor until labour force is no longer required. This includes the penalty stage. If the item has not been allowed for in the bill of quantities therefore the contractor must allow in his rates for the Community Liaison Officer.

C1.2. CONTRACT DATA

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**C1.2.2: CONTRACT DATA (Applicable to this contract)**

**A. DATA TO BE PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 6 months measured from the Commencement Date, including special non-working days.
1.1.1.15	<b>Name of Employer: UBUHLEBEZWE LOCAL MUNICIPALITY</b>
1.1.1.26	The Pricing Strategy is Fixed Price
1.2.1.2	<b>Address of Employer:</b> <u>Physical:</u> 29 Margaret Street Ixopo 3276  Telephone No: (039) 834 7700
1.1.1.16	<b>Name of Engineer:</b> Vumesa (Pty) Ltd
1.2.2	<b>Address of Engineer:</b> <u>Physical:</u> Office 1 B, 10 Payne Street, Pinetown, 3600 <u>Postal:</u> Suite 208, Post net X817, New Germany, 3610  E-mail: infrastructure@vumesa.co.za  Telephone No: 031 701 1038 Fax No: 031 701 0963
3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
4.4.7	If the main contractor fails to comply with the subcontracting requirements of 10%, then the 10% will be declared back to the client
5.3.1	The documentation required before commencement with Works execution are: i) Health and Safety Plan ( <i>Clause 4.3</i> ) ii) Initial Programme ( <i>Clause 5.6</i> ) iii) Surety ( <i>Clause 6.2</i> ) iv) Insurance ( <i>Clause 8.6</i> ) v) Letter of good standing for and C.O.I.D.A (Workman's Compensation). vi) Proof of Notification for construction works to the Department of Labour
5.3.2	The time to submit the documentation required before commencement of the Works is 14 days.

C1.2. CONTRACT DATA

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- 5.8.1 The non-working days are Sundays.
- The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
- The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.
- 5.13.1 The penalty for failing to complete the Works is R 2500 per calendar day.
- 5.16.3 The latent defects period is 10 years
- 6.2.1 The security to be provided by the Contractor shall be:  
Performance guarantee of 10% of the Bid sum up to the issue of the certificate of completion.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.3 Price adjustment for variations in the cost of special materials is not allowed.
- Contract Price Adjustment will not be applicable.
- 6.10.1.5 The percentage advance on materials not yet built into the permanent works is: 80%.
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%.
- 8.6.1.1.2 The limit of retention money is 10% of the Contact sum.  
The value of materials supplied by the Employer to be included in the insurance sum is nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.
- Special risk insurance issued by SASRIA is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R10 000 000,00 (ten million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
- 10.4.2. 10.7.1 Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbitration.



C1.2. CONTRACT DATA

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**B: DATA TO BE PROVIDED BY CONTRACTOR**

REF. CLAUSE No	DATA BY CONTRACTOR
-------------------	--------------------

1.1.1.9	<b>Name of Contractor:</b> .....
---------	----------------------------------

1.2.1.2	<b>Address of Contractor:</b>
---------	-------------------------------

<u>Physical:</u> .....	<u>Postal:</u> .....
------------------------	----------------------

.....	.....
-------	-------

.....	.....
-------	-------

<u>E-mail:</u> .....
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<u>Telephone No:</u> .....	<u>Fax No:</u> .....
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THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

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**C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT**

**1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015, and the applicable heading.

An asterisk (\*) placed next to an SCC subclause number denotes the inclusion of an additional/new subclause for which no equivalent appears in General Conditions of Contract 2015.

**2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT**

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

**1.1 DEFINITIONS**

SCC1.1.15 The *Employer* means: UBUHLEBEZWE LOCAL MUNICIPALITY

SCC1.1.16 The *Engineer* means: Vumesa (Pty) Ltd

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

- SCC1.2.1.3\* sent by facsimile irrespective of it being during office hours or otherwise;
- SCC1.2.1.4\* posted to the addressee via registered mail and delivered by the postal authorities; or
- SCC1.2.1.5\* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 *\*Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) which is at least 51% Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least 51% of the shares are Owned by one or more Previously Disadvantaged Individuals; and
- b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:
  - 1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;

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THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

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- 2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;
- 3) R2.5 million, in respect of labour-only sub-contractors;
- 4) R10 million in respect of Manufacturers;
- 5) R15 million in respect of Suppliers;
- 6) R2.5 million exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and
- 7) R2.5 million, in respect of other service providers, e.g. transporters, 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 within the business entity or 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 Targeted Enterprise Status.

## 2. BASIS OF CONTRACT

### SCC 2.1.4 \*COMPLIANCE WITH APPLICABLE LAWS

Add the following:

The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 \*The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

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**SCC2.1.1      \*AVAILABLE DATA AND EXISTING INFORMATION**

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

**2.6\*            GUARANTEE**

**SCC2.6.1      GUARANTEE**

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 35.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

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THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

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**4.2 EMPLOYER'S AGENTS INSTRUCTION**

**SCC4.2.2** After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

**SCC4.7 FOSSILS, etc**

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the third line.

**Clause 4.4: SUBCONTRACTING**

*Add the following clause to the end of Clause 4.4.4.:*

If the contractor fails to comply with the subcontracting requirements of as stipulated in the bid specification, then the contractor shall declare back to the employer the 5% of the construction amount.

**4.11 COMPETENT EMPLOYEES**

**SCC4.11.3\* LOCAL LABOUR**

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$  (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$  (one third) of labour be youth (men and women, 18 to 35 year age); and
- $\frac{1}{3}$  (one third) of labour be men (above youth age category of 35 years).

**8.3 EXCEPTED RISKS**

**SCC8.3.1** Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

**8.6 INSURANCES**

**SCC8.6.1 INSURANCES TO BE EFFECTED**

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

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THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

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**SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT**

Add to Sub-Clause 8.6.6.1

“The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data.”

**SCC8.6.8\* LEGAL PROVISIONS**

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

SCC8.6.8\* from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potentially liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.8\* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund.

**SCC8.6.9\* CLAIMS AGAINST INSURANCE**

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

**10.1.6\* EXTENSION OF TIME FOR COMPLETION**

**SCC10.1.6.1\* TIME FOR COMPLETION**

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3 week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Items payments, shall be made for the aforementioned 3-week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

**SCC10.1.6.2\* EXTENSION OF TIME FOR COMPLETION**

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

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THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

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- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

**6.8 ADJUSTMENTS IN PRICES****SCC6.8.1 RATES AND PRICES**

Amend Sub-Clause 6.8.1 to read:

"The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment, but shall be final and binding throughout the period of the Contract."

**6.10 PAYMENTS**

**SCC6.10.1.5** In Sub-Clause 6.10.1.5, line 6, amend "documentary evidence" to read "a signed statement."

**7.8 DEFECTS**

**SCC7.8.1** In Sub-Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period," insert "or within the period specified by the Engineer," and in line 3 replace "thereafter" with "after the Defects Liability Period."

C1.2.5: AGREEMENT WITH ADJUDICATOR

**C1.3: FORM OF GUARANTEE**

**PRO FORMA**

**FORM OF GUARANTEE**

**Employer:** *(name and address)* \_\_\_\_\_

**Contract No.: UBU-B-01/08/20**

**THE CONSTRUCTION OF SANGCWABA SPORTS FIELD IN WARD 13**

WHEREAS \_\_\_\_\_

(hereinafter referred to as "the Employer") entered into a Contract with \_\_\_\_\_

(hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Contract No.: UBU-B-01/08/20**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS \_\_\_\_\_ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, \_\_\_\_\_ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_  
\_\_\_\_\_ (in words)

R\_\_\_\_\_ (in figures)



C1.2.5: AGREEMENT WITH ADJUDICATOR

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6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as

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

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

2. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

C1.2.5: AGREEMENT WITH ADJUDICATOR

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**C1.4: AGREEMENT WITH ADJUDICATOR**

This agreement is made on the.....day of ..... 20..... between the Employer  
(name of company / organisation).....  
of (address).....  
.....and the Contractor  
(name of company / organisation) .....  
of (address).....  
.....(hereinafter called **the Parties**)

**and**

(name).....  
of (address) .....  
.....(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract No

..... for (contract title) .....  
and these disputes or differences shall be/have been\* referred to adjudication in accordance with the  
CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has  
been requested to act.  
(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

C1.2.5: AGREEMENT WITH ADJUDICATOR

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**SIGNED by:**

.....  
(Signature):

**Name:** .....  
who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **First Party** in  
the presence of

.....  
(Signature):

**Name:** .....  
who warrants that he/ she is  
duly authorized to sign for  
and on behalf of the **Second  
Party** in the presence of

.....  
(Signature):

**Name:** .....  
the **Adjudicator** in the  
presence of

.....  
**Witness:** (Signature)

**Name:** .....

Address: .....

.....

.....

Date: .....

.....  
**Witness:** (Signature)

**Name:** .....

Address: .....

.....

.....

Date: .....

.....  
**Witness:** (Signature)

**Name:** .....

Address: .....

.....

.....

Date: .....

C2.1 PRICING INSTRUCTIONS

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between .....  
(hereinafter called the EMPLOYER) of the one part, herein represented by: .....  
.....  
in his capacity as: . ..... ;  
AND: .....  
(hereinafter called the CONTRACTOR) of the other part, herein represented by.....  
.....  
in his capacity as: . .....  
duly authorized to sign on behalf of the Contractor.

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

**CONTRACT No.: UBU-B-01/08/20: THE CONSTRUCTION OF SANGCWABA SPORTS FIELD IN WARD 13** for the construction, completion and maintenance of the works;

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

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

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

C2.1 PRICING INSTRUCTIONS

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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C2.1 PRICING INSTRUCTIONS

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## **C1.2.7 RETENTION MONEY GUARANTEE**

### **PRO FORMA**

#### **RETENTION MONEY GUARANTEE**

UBUHLEBEZWE LOCAL MUNICIPALITY

**CONTRACT No. UBU-B-01/08/20, for the THE CONSTRUCTION OF SANGCWABA SPORTS FIELD IN WARD 5.**

**ISSUED TO:** the **Ubhlebezwe Local Municipality**  
represented by **OPERATIONS: MANAGER** (Hereinafter referred to as "the Employer")

**ON BEHALF OF:** ..... (Hereinafter referred to as "the Contractor")

In connection with

**CONTRACT NO. UBU-B-01/08/20** (Hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

- (a) that he is the Engineer in office as such in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 40 Main street, Ixopo or at such other address as the Employer shall in writing notify us.

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C2.1 PRICING INSTRUCTIONS

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4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R .....
6. 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 the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made 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 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At ..... for and on behalf of .....

on this ..... day of .....

Signature : .....

Capacity: .....

Address: .....

As Witnesses:

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

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

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C2.1 PRICING INSTRUCTIONS

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## **C2: PRICING DATA**

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

#### **1. GENERAL**

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

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

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the SABS 1200 Standardised Specifications.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the SABS 1200 Standardised Specifications for Civil Engineering Construction.

The units of measurement described in the bills of Quantities are metric units. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Bidder Bids to do the work.
Amount:	The product of the quantity and the rate Bided for an item.
Lump Sum:	An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

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

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.



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C2.1 PRICING INSTRUCTIONS

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#### 4. PROVISIONAL SUMS

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

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

#### 5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Bidder in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based. The rates and lump sums shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction.

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

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

Should the Bidder group a number of items together and Bid one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

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

The Bidder shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200A, General. "Rate Only" items have been included where:

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

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

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

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall

## C2.1 PRICING INSTRUCTIONS

include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

### 6. CORRECTION OF ENTRIES

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

### 7. INTERIM PAYMENTS

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

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

Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

### 8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	m <sup>3</sup> -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m <sup>2</sup>	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m <sup>2</sup> -pass	= square metre-pass	No.	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m <sup>3</sup>	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

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C2.1 PRICING INSTRUCTIONS

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**9. CONSISTENCY OF RATES**

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts Bided in the Schedule of Quantities are required to be in balance.

A Bid will be considered out of balance if:

- (i) the rates, prices or amounts Bided for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts Bided, or else from the latest departmental estimates.

Any such unbalanced Bid may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Bidder fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the Bid offer unchanged.

C2.1 PRICING INSTRUCTIONS

Item	Pay Ref	Description	Unit	Qty	Rate	Amount
1	<b>SABS 1200 A</b>	<b>SECTION 1: PRELIMINARY &amp; GENERAL</b>				
1.1	8.3	<b>Fixed Charge Items</b> Contractual Requirements	Sum	1		
1.2	8.3.1	<b>Establish Facilities on Site:</b> Facilities for Engineer i) Supply and erect name board on site	Sum	1		
1.3	8.3.2	<b>Facilities for Contractor</b> (a) Office and Storage Sheds (e) Ablution & Latrine Facilities (i) Access to Site (j) Plant	Sum Sum Sum Sum	1 1 1 1		
1.4	8.3.3	<b>Other Fixed Charge Obligations</b>				
	8.3.4	Remove Contractors Site - Establishment on completion	Sum	1		
1.5	8.4	<b>Time Related Items</b>				
	8.4.1	Contractual Requirements	Months	6		
1.7	8.4.2	<b>Facilities for Contractor</b>				
	8.4.2.2	Operate & maintain facilities on site for the duration of the construction period	Months	6		
1.8		<b>CONSTRUCTION REGULATIONS - OHS ACT</b> OHS Plan. Rate to include for risk assessment specific to the COVID-19 Epidemic and other adjustments to ensure compliance with Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations.	Sum	1		
1.8.1		Daily Screenings for Employees for COVID-19 Symptoms for the duration of the contract	Sum	1		
1.8.2		Induction Training for COVID-19 site	Sum	1		
1.8.3		Re-usable Fabric Face Mask for COVID-19 upwards of 5 microns in size, breathable, using three layers, selecting a non-woven (or similar) fabric with strong filtering capability	No	30		
1.8.4		Digital Body Thermometer Infrared Non-Contact	No	2		
1.8.5						
<b>TOTAL CARRIED TO FORWARD</b>						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
1.8.6		Sanitizer, with not less than 70% alcohol must comply to WHO - recommended handrub formulations	ℓ	150		
1.11	8.5	<b>Provisional Sums</b>				
		Note: All provisional sums to be used at the discretion of the Engineer.				
1.11.1		a) Application of electricity connection to site by Eskom.	Prov. Sum	1	R 100 000.00	R 100 000.00
		b) Contractor's attendance, handling costs and charges on item 1.11.1	%	R 100 000		
1.11.2		Compensation for the CLO for undertaking work as link between the contractor, local labour and community when addressing contract issues. This rate includes R300/pm for cellphone allowance	Months	6	R 5 000.00	R 30 000.00
		Allowance for Liaison Officer on compensation and profit in respect of sub item 1.11.2	%	R 30 000		
1.11.2		(e) Test and Drill fully functional borehole Residential Borehole (irrespective of depth) including fittings and pump	Prov Sum	1	R 120 000.00	R 120 000.00
1.11.2		(f) Compensation for the local trainee technician to be appointed by the municipality for the duration of the project	Prov Sum	1	R 36 000.00	R 36 000.00
1.11.4		(g) Allowance for local trainee technician on compensation and profit in respect of sub item 1.11.2(f)	%	R 36 000		
1.11.5		(h) Allowance for technical support	Prov Sum	1	R 300 000.00	R 250 000.00
1.11.6		(i) Allowance for profit for item 1.11.5 (h) above	%	R 300 000		
1.12.2		(j) Provisional sum for additional testing ordered by the engineer.	Sum	1	R 200 000.00	R 150 000.00
		(k) Contractors attendance, handling costs and charges on item 1.12.2(j)	%	R 200 000		
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
1.12.3		(l) Provisional sum for additional survey required by the Engineer ordered by the engineer.	Sum	1	R 150 000	R 100 000.00
		(m) Contractors attendance, handling costs and charges on item 1.12.2(l)	%	R 150 000		
TOTAL CARRIED TO SUMMARY						

C2.1 PRICING INSTRUCTIONS

Item	Pay Ref	Description	Unit	Qty	Rate	Amount
2.1	<b>SABS 1200C</b>	<b>SECTION 2: CIVIL WORK SPORTS FIELDS SITE CLEARANCE</b>				
2.2.1	<b>SABS 1200D</b>	Strip topsoil to nominal depth of 100mm on soccer field, combo court, ablution blocks, change rooms and parking, stockpile and maintain.	m <sup>2</sup>	5 000		
2.2.2 (a)		Cut to spoil as indicated to a depth of up to 5m	m <sup>3</sup>	2 850		
		Borrow to fill and compact to 93% MOD AASHTO including freehaul of 1km rte to include royalties	m <sup>3</sup>	500		
		Hard excavation other than in a restricted area	m <sup>3</sup>	250		
(c)		Import G5 material and fill to Sport Field . Rate to include for excavating, loading, 1km free haul and filling embankments to a 1% slope and compaction in 150mm layers to 95% Mod Aashto	m <sup>3</sup>	1 920		
(d)	<b>SABS 1200 DM</b>	Import G7 material and fill to Sport Field . Rate to include for excavating, loading, 1km free haul and filling embankments to a 1% slope and compaction in 150mm layers to 95% Mod Aashto	m <sup>3</sup>	1 000		
		Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m <sup>3</sup> .k m	24 080		
2.3		<b>DRAINAGE</b>				
(a)		Construct a Cut off drain around sportfields	m <sup>3</sup>	150		
(b)		construct V drain to SD 204 to 25mpa concrete	m <sup>3</sup>	35		
(d)	8.3.15	Construct catchpit for 450mm Stormwater pipe				
		i) 1m deep	No.	5		
		ii) 1.5m deep	No.	4		
		III) 1.8m deep	No.	4		
		450mm dia pipe spigot	m	50		
		(a) Excavation for subsoil drainage systems:				
		(i) 0m up to 1,5m	m <sup>3</sup>	230		
<b>TOTAL CARRIED TO FORWARD</b>						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		Natural permeable material in subsoil drainage system (crushed stone)				
		(b) Crushed stone obtained from commercial sources (19mm)	m <sup>3</sup>	50		
		Pipes in subsoil drainage systems:				
		(b) Unplasticized PVC pipes and fittings, normal duty, complete with couplings, perforated or slotted				
		(i) 110 mm dia	m	300		
		Synthetic-fibre filter fabric				
		(a) Subsoil drains (Grade 2)	m <sup>2</sup>	500		
		(b) Filter blanket to pioneer layer (Grade 2)	m <sup>2</sup>	500		
		Concrete caps for subsoil drain pipes	No	1		
		Test flushing of pipe subsoil drains	No	2		
2.7	<b>SABS 1200D</b>	<b>TOPSOILING AND GRASSING</b>				
(a) (i)		Spread stockpiled topsoil and place 150mm thick, rate to include 1km Freehaul spread, compact slightly and prepare surface for planting of grass. i) Soccer field and embankments	m <sup>2</sup>	6 800		
(a) (ii)		Import topsoil and place 150mm thick, spread, compact slightly and prepare surface for planting of grass. i) Soccer field and embankments	m <sup>2</sup>	250		
(b)		Supply and lay with the necessary fertilizer Kweek grass (Instant Lawn).	m <sup>2</sup>	7000		
(c)		The contractor to allow for a maintenance period of 3 months as from date of first handover that includes the watering,				
TOTAL CARRIED TO FORWARD						



C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
4.115	d	cutting, fertilizing and general maintenance to the grassed area.	Months	3		
		Supply and install irrigation system rate to include pump, pipes, excavation and connection to water supply				
		Main pitch and practice pitch	Sum	1		
		<b>Retaining Wall</b>				
		Supply and install gabions in galvanised gabion boxes	m <sup>3</sup>	50		
		Filter blanket to pioneer layer (Grade 2)	m <sup>2</sup>	20		
		<b>GRAND STANDS</b>				
		Grand Stands				
		3 steps prefabricated steel grand stands fully installed	t	6		
4.99	i)	Extra over for glavanising	t	6		
		<b>Water Supply</b>				
2.8		b) Supply, Install water pump for borehole on item 1,11,3 include all required pipe work and fittings , and connection to reticulation system	No.	1		
(a)		<b>FENCING AND GATES</b>				
		(a) Supply and install complete 1,8m high prefabricated steel palisade fencing (Heavy duty). Rate to include for excavation into all materials, 20MPa concrete, backfill and dispose of surplus material.	m	470		
(d)		Supply all materials, manufacture and install 1,7m x 1,8m high galvanized steel pedestrian gate complete with slide rail as per detail.				
		Rate to include for all excavation, backfill, concrete work, steel brackets, bolts, nuts and washers	No.	2		
(g)		Supply all materials, manufacture and install 4.1m x 1,8m high galvanized steel pedestrian gate complete with slide rail as per detail				
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		Rate to include for all excavation, backfill, concrete work, steel brackets, bolts, nuts and washers	No.	2		
		Soccer Goal Posts inclusive of nets Rate to include excavation and concrete work	Sets	2		
		<b>Demolition</b>  Demolition of buildings as shown on drawings. Rate is to include carting away and spoiling waste materials	m²	150		
		<b>Line Marking</b>  Line marking with white line to soccer field Rate to include for setting out	Sum	1		
TOTAL CARRIED TO SUMMARY						

Item	Pay Ref	Description	Unit	Qty	Rate	Amount
3	SABS 1200 DA	SECTION 3: ABLUTION BLOCKS & CHANGE ROOMS  EARTHWORKS  EXCAVATION, FILLING, ETC OTHER THAN BULK  Excavation in earth not exceeding 2m deep a) Trenches b) Hard Material Risk of collapse of excavations  Keeping excavations free of water  a) Keeping excavations free of all water other than subterranean water  Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density  a) Under floors b) Backfilling to trenches  Earth filling supplied by the contractor from commercial sources compacted to 95% Mod AASHTO density of G5 Quality Gravel Material including all haulage  a) Under floors b) Backfilling to trenches  Prescribed density tests on filling  b) Field Density test including "Optimum Moisture Content" (four readings per test)  Soil Poisoning  Soil insecticide  a) Under floors	m <sup>3</sup>  m <sup>3</sup>        Sum     m <sup>3</sup>  m <sup>3</sup>    m <sup>3</sup>  m <sup>3</sup>   No    m <sup>2</sup>	90 40     1     25 29   120 40   8    70		
<b>TOTAL CARRIED TO FORWARD</b>						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
	1200GA	Rip, scarify & recompact insitu layer under floors	m <sup>2</sup>	100		
		Filling to underside of slabs with material from the excavations in layers N/E 150mm including compacting to 93% Mod Aashto	m <sup>3</sup>	20		
		Return fill and ram foundations	m <sup>3</sup>	25		
		Septic tank as per detail shown	No	1		
		<b>Reinforced Concrete</b>				
		a) Floor Slab 100mm thick (25Mpa)	m <sup>3</sup>	35		
		b) Strip Footings (30Mpa)	m <sup>3</sup>	25		
		c) 500mm wide x 100mm deep concrete apron cast in 3,2m panels to fall (25Mpa)	m <sup>3</sup>	10		
		Concrete Sundries				
		Finishing top surfaces of concrete smooth with a wood float:				
		a) Surface beds, slabs, etc. to falls	m <sup>2</sup>	140		
		Rough Formwork (Degree of Accuracy II)				
		Rough formwork to sides				
		a) Footings	m <sup>2</sup>	50		
		Mesh wire ref reinforcement				
		b) Type 193 wire mesh reinforcement in surface beds, slabs, raft foundations etc.	m <sup>2</sup>	140		
		<b>Windows</b>				
		Galvanised steel window frames including burglar proofing, latches, complete				
		(a) W1	No	1		
		(b) W2	No	26		
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		Supply and install galvanised aluminium windows				
		a) Window W1	No.	1		
		b) Window W2	No.	26		
		d) Supply and install 4mm Monolithic glass	m <sup>2</sup>	11		
		e) Supply and install Roller shutter door (trap door)	No	1		
		<b>MASONARY</b>				
		<b>Superstructure</b>				
		a) 220 mm facebrickwork in class 1 mortar	m <sup>2</sup>	310		
		b) 220mm wall in NFP clay common in class 1 mortar (Interior Wall)	m <sup>2</sup>	25		
		c) 110mm wall in NFP clay common in class 1 mortar (Interior Wall)	m <sup>2</sup>	200		
		<b>Brickwork Sundries</b>				
		Pre-stressed fabricated lintels				
		a) Precast lintols 800mm long	No	26		
		b) Precast lintols 1700mm long	No	1		
		b) Precast lintols 1600mm long	No	5		
		Brickwork reinforcement				
		a) 75mm Wide reinforcement built in horizontally	m	500		
		b) 150mm Wide reinforcement built in horizontally	m	800		
		Air bricks etc				
		a) 229 x 152mm terra-cotta vermin proof air brick	No	20		
		<b>WATERPROOFING</b>				
		DAMP-PROOFING OF WALLS AND FLOORS				
		350 micron water proof membrane under brickwork				
		A) IN WALLS	m <sup>2</sup>	20		
		250 micron water proof membrane				
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		a) under surface beds	m <sup>2</sup>	140		
		<b>CARPENTRY AND JOINERY</b>				
		<b>Doors etc.</b>				
		a) 1,2mm pressed metal double rebated frame, 813 x 2032mm x 40mm thick, siligna batten doors with solid Art 390/313 , lever mortice lock set and chrome handles . all doors to be primed. (D1)	No	8		
		b) 1,2mm pressed metal double rebated paraplegic frame, siligna batten doors with solid Art 390/313 , lever mortice lock set and chrome handles . all doors to be primed.(D2)	No	2		
		c) 1,2mm pressed metal double rebated frame, 813 x 2032mm x 40mm thick, hardwood exterior doors with solid Art 390/313 , lever mortice lock set and chrome handles . all doors to be primed. (D1)	No	4		
		(c) Galvanised burglar security doors	No	4		
		6,4 mm Rhinoboard ceiling on and including 38mm x 50mm brandering at 400mm centres incl. 10mm x 40mm hardwood cover strips	m <sup>2</sup>	210		
		Cornice 100mm high	m	70		
		<b>PLASTERING</b>				
		Internal Plaster				
		a) Cement plaster on walls on brickwork with steel float finish	m <sup>2</sup>	195		
		<b>ROOF</b>				
		'IBR' 0,5mm thick light industrial Z275 spelter galvanised steel in continuous lengths fixed, with Chromadek finish (Khalahari Grey) one side and accessories to timber purlins at 1200mm centres, installed in accordance with maufacturers specifications:				
		a) Roof covering	m <sup>2</sup>	200		
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL CARRIED TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		c) Narrow or broad flute polyclosers at eaves.	m	32		
		Supply and install pvc gutter	m	44		
		Supply and install pvc 100 x 75 mm fluted down pipes	no	8		
		Supply and Install 9mm x 225mm FC fascia board incl. jointing strips	m	16		
		Supply and install fibre cement barge boards	m	40		
4.1	8.3.2	Supply and install timber ceazer truss	sum	1		
	8.3.2	Supply and install Aerolite Insulation	m <sup>2</sup>	180		
4.2		(a) Excavate for surface trenches not exc. 1m deep for double walls foundations.	m <sup>3</sup>	60		
		(b) Excavate for single walls thickening below				
4.3		internal screen walls.	m <sup>3</sup>	20		
		Risk of collapse to sides of excavation not exc.1,5m deep	m <sup>2</sup>	20		
4.14	8.4.3	<b>Concrete</b>				
4.15						
4.16		10 Mpa blinding layer (provisional)	m <sup>3</sup>	5		
		25 Mpa mass concrete in footings	m <sup>3</sup>	20		
		Ditto in surface bed	m <sup>3</sup>	8		
		Ditto in external apron slab	m <sup>3</sup>	16		
4.17	8.2.2	Strike off and cure top surface of concrete to falls	m <sup>2</sup>	56		
4.18	8.4.4 (a)	<b>Formwork</b>				
		(a) Smooth formwork to edge of concrete N/E 300mm high	m	50		
4.19	8.3.2	Steel float finish to falls to step	m <sup>2</sup>	0.5		
	8.3.1	<b>Reinforcement</b>				
		(a) Mesh reinforcement ref: 193 in surface bed	m <sup>2</sup>	150		
4.20		(b) HT reinforcing steel (provisional)	t	9		
4.55		<b>Door Frames</b>				
		Wrot Meranti:				
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
4.18	8.4.4 (a)	<b>Formwork</b>				
		(a) Smooth formwork to edge of concrete N/E 300mm high	m	50		
4.19	8.3.2 8.3.1	Steel float finish to falls to step	m <sup>2</sup>	0.5		
		<b>Reinforcement</b>				
		(a) Mesh reinforcement ref: 193 in surface bed	m <sup>2</sup>	150		
4.20		(b) HT reinforcing steel (provisional)	t	9		
4.55		<b>Door Frames</b>				
		Wrot Meranti:				
		50 x 108mm rebated frame for internal doors	No	12		
4.56		Galvanized steel frame for external doors	No	3		
4.57		<b>IRONMONGERY</b>				
4.58						
4.59		Union 4 lever mortice lock set including furniture	No	14		
4.60		Chrome plated shower curtain rails	m	6		
4.61		Plastic sheet shower curtains	No	6		
4.62		150mm brass barrel bolt	No	2		
4.63		"Union" wall mounted rubber door stop	No	4		
		Plastic Indicator plate size 150 x 150 mm	No	2		
		No. 251 hat and coat hook	No	22		
4.64		Galvanized steel window frames including burglar proofing, latches, complete				
		i) NE 1	No	16		
		ii) NE 22	No	1		
		Purpose made Cromadek roller shutter door including all furniture daylight opening 2,0m wide x 1,2m high.	No	1		
		<b>PLUMBING &amp; DRAINAGE</b>				
		Sanitary Fittings Shower fittings				
4.71		15mm Cobra Watertech' shower rose 'Vandal- master' vandal-resistant shower head with self-cleaning nozzle (code KP2.6).o	No	8		
4.72		15mm Chrome plated code 128 underwall FxF stoptap, 'Cobra Watertech' or similar.	No	8		
4.73		15mm Class 1 copper piping for showers including all fittings	Sum	1		
TOTAL CARRIED TO FORWARD						



C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
4.74		<b>Water Supplies</b>				
		<b>Class 16 Hdpe Pipes</b>				
		25mm pipe	m	80		
4.75						
		<b>Class 1 Copper Pipe</b>				
		15mm pipes	m	100		
		22mm pipes	m	100		
4.76		Stand pipe complete as per detail	no	2		
4.77		<b>Extra over class 1 copper pipes for</b>				
4.78		<b>capillary fittings</b>				
4.79						
4.80		15mm fittings	No	24		
		22mm fittings	No	12		
		15mm tee	No	1		
		22mm rough brass stopcock	No	1		
		15mm rough brass biptap with hose union	No	1		
4.81						
4.82		<b>Sanitary Plumbing</b>				
		<b>uPVC Pipes</b>				
		50mm pipes	m	15		
4.83		110mm pipes	m	110		
		<b>Shower Saloon Doors</b>				
		6mm Cast Acrylic Perspex shower door center opening fixed with hinges per pair	No.	8		
4.84		<b>ABLUTION</b>				
4.85		i) Flush pan	No.	1		
4.86		ii) Sink	No.	1		
4.87		III) Toilet with system complete	No.	11		
4.88		50mm tee	No	1		
4.89		110mm bend	No	1		
4.90		50mm junction	No	1		
4.91		110mm junction	No	1		
		110mm "GI Two-way" vent valve	m	1		
4.92		50mm access bend	No	6		
		110mm access bend	No	1		
		110mm access junction	No	2		
4.93		<b>Traps</b>				
		Shower trap with plain grating	No	12		
		<b>uPVC Gulleys</b>				
		Dished gully not exceeding 750mm deep	No	3		
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
4.95		<b>Valve box</b> 200 x 450mm cast iron stopcock box including brick chamber below not exceeding 750mm deep internally	No	1		
4.96		<b>Testing</b> Allow for testing the plumbing and drainage installation	Item	5		
4.100		100mm dia half-rounded eaves gutters	m	21.44		
4.101		Extra over eaves gutters for stopped end	No	2		
4.102		Extra over eaves gutters for outlet for				
4.103		75mm dia pipe	No	4		
		75mm dia rainwater pipes	m	12		
		Extra over rainwater pipe for bend	No	8		
		Extra over rainwater pipe for shoe	No	4		
4.104		Supply, Install water pump for domestic water usage tanks include all required pipe work and fittings , and connection to buildings	No	1		
		5000l Jojo tank or similar approved for rain haversting	No	2		
		5000l Jojo tank or similar approved for water borehole water storage	No	2		
		Tank Stand complete unit	No	4		
		Water pump complete with a cage minium 60l/minute	No	1		
		<b>PAINTING</b>				
4.105		<b>1 universal undercoat and 2 coats enamel</b> to window- and steel door frames	sum	1		
4.106		<b>1 Plaster primer coat, 1 universal undercoat and 2 coats enamel.</b> Internal plastered walls	m <sup>2</sup>	195		
4.107		<b>Sand down and apply 2 coats polyurethane varnish</b> Timber doors & frames	m <sup>2</sup>	16		
4.108		<b>Prime nail heads, apply 1 undercoat and 2 coats acrylic PVA</b> Rhinoboard ceilings	m <sup>2</sup>	128		
		Second Coat Dulux or similar approved paint	m <sup>2</sup>	195		
TOTAL CARRIED TO FORWARD						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
4.110		<b>GLAZING</b> 4mm obscure glass including putty to NE1 steel framed window 0,53 x 0,64m.	No	16		
		4mm clear plate glass to windows NE22 and including putty.	No	1		
4.111		<b>TILING</b> Floor tiling 300mm x 300mm ceramic floor tiles	m²	103		
		150mm x 150mm showe floor tiles	m²	20		
		80mm skirting	m	150		
		200mm x 200mm splash backs on sinks	m²	10		
4.114		<b>ELECTRICAL</b> Supply, install and test complete all electrical light fittings, switches, plugs & wiring by qualified electrician. Rate to include for the supply cable and trenching from main distribution board in ticket office.				
		i) 15 Amp plug points	No	15		
		ii) Light switches	No	4		
		iii) 1,2m fluorescent light fittings	No	6		
TOTAL CARRIED TO SUMMARY						

C2.1 PRICING INSTRUCTIONS

Item	Pay Ref	Description	Unit	Qty	Rate	Amount
7.1.1		<b>SECTION 4: ELECTRICITY</b>				
7.2		<b>EARTHWORKS</b>				
7.2.1		<b><u>GUARANTEE AND MAINTENANCE</u></b>				
7.2.1		Guarantee and maintenance for the complete installation of Electrical Installation including fittings, materials and workmanship for a period of <b>TWELVE MONTHS</b> after date of completion and handover.	Item	1		
7.5		<b><u>TESTING</u></b>				
7.5.1		Allow for testing and commissioning the whole of the electrical installation as laid down in the specification and for re-testing as may be required after the making good of all defective work to the satisfaction of the Department and the Engineer.	Item	1		
7.5.1		<b><u>Cables</u></b>				
7.5.2		Supply, delivery and laying of PVC/SWA/PVC ECC copper cables as specified, excluding terminations and cable supports. Lengths given shall be taken as measured lengths to cable runs from terminal to terminal and rates quoted shall include for off-cuts and				
7.5.3		35 mm <sup>2</sup> 4 core PVC/SWA/PVC ECC Cable	m	150		
7.5.4		25 mm <sup>2</sup> 4 core PVC/SWA/PVC ECC Cable	m	150		
7.5.4.1		16 mm <sup>2</sup> 4 core PVC/SWA/PVC ECC Cable	m	500		
7.5.4.2		<b><u>Cable Terminations</u></b>				
7.5.4.2		Include the supply & fitting of Pratley Cable gland, shroud, making off the cable and fitting the gland to gland plates, switchgear or equipment including final connections of cable tails with lugs onto board terminals and including earth in ECC cable.				
7.5.4.3		35 mm <sup>2</sup> 4 core PVC/SWA/PVC ECC Cable	No	2		
7.6		25 mm <sup>2</sup> 4 core PVC/SWA/PVC ECC Cable	No	2		
7.6.1.1		16 mm <sup>2</sup> 4 core PVC/SWA/PVC ECC Cable	No	10		
7.6.1.2		<b><u>EXCAVATIONS</u></b>				
7.6.1.2		Excavations other than bulk in soft excavation not exceeding 2m deep for:				
7.6.1.3		Allowance is to be made for the installation of cable markers and warning sheets				
7.6.1.3		In trenches for cables and sleeves	m <sup>3</sup>	155		
<b>TOTAL CARRIED TO FORWARD</b>						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
7.6.1.4		Extra over "soft excavation" for excavation in intermediate excavations	m <sup>3</sup>	60		
7.6.1.5		Extra over "soft excavation" for excavation in hard rock excavations	m <sup>3</sup>	30		
7.6.2		Filling obtained from excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density Backfilling of trenches	m <sup>3</sup>	155		
7.6.2.1		Risk of collapse of excavations other than bulk Sides of trenches and hole excavations not exceeding 1.5m deep	m <sup>3</sup>	155		
7.6.2.2		<b>Luminaires</b> Mounting, fixing and electrically connecting the following luminaires, complete with lamps as specified.				
		Type F1	No.	8		
		Type F2	No.	8		
7.6.2.3		<b>Testing &amp; Certificate</b> Allowance for testing and certifying electrical installation by specialist	Prov Sum	1	R50 000	R50 000
TOTAL CARRIED TO SUMMARY						

C2.1 PRICING INSTRUCTIONS

Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		<b>SECTION 5: COMBO COURT</b>				
		<b>Base Course layer</b>				
		Construct 100mm layer with G2 quality material compacted to 98% Mod Aashto to combo court.	m <sup>3</sup>	50		
		Rip and recompact 150mm insutu material to 93% Mod Aashto density	m <sup>3</sup>	50		
		Import G5 quality gravel material and construct selected layer compacted to 93% Mod Aashto density. Rate to include for royalties, excavation, loading, hauling, offloading, watering, spreading, shaping to levels and compacting.				
	(b)	i) 150mm thick to combo court.	m <sup>3</sup>	70		
	(c)	<b>Bituminous Surface Treatment</b> Prime coat using RT 1/4 quick dry tar prime to combo court at 0,7l/m <sup>2</sup>	m <sup>2</sup>	470		
	(d)	<b>Asphalt Surfacing</b> Supply and lay 30 mm thick continuous graded fine asphalt mix to combo court	m <sup>2</sup>	470		
		<b>Goal Posts</b>				
		(i) Manufacture, supply and install netball posts with approved netting complete to Rate to include excavation and concrete and backfilling	Sets	2		
	(e)	(ii) Foldable outdoor sport volleyball/tennis net with frame stands and adjustable height	Sets	1		
		<b>Line Marking</b>				
	(f)	Line marking with paint to combo court as per drawing Rate to include for setting out.	Sum	1		
<b>TOTAL CARRIED TO FORWARD</b>						

C2.1 PRICING INSTRUCTIONS

TOTAL BROUGHT TO FORWARD						
Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		<b>Fencing</b>				
		Supply and install complete 4.5m high PVC coated diamond mesh or similar approved, must be green poly coated with 100x100mm apertures. Rate to include for excavation into all materials, 20MPa concrete, backfill and dispose of surplus material. Combo Court Fencing	m	100		
		Single security gate, size 1000mm wide x 1800mm made of diamond mesh with hollow tube steel frame similar to fence high overall, supplied identically to the double security gate	No	2		
TOTAL CARRIED TO SUMMARY						

C2.1 PRICING INSTRUCTIONS

Item	Pay Ref	Description	Unit	Qty	Rate	Amount
		<b>SECTION 6: PARKINGS</b>				
		Rip and Recompact 150mm thick insitu G9 to 93% MOD AASHTO	m <sup>3</sup>	90		
		Import G5 Natural gravel material and construct 150mm selected layer compacted to 93% Mod AAshto density. Rate to include for royalties, excavation, loading, offloading, watering, spreading, shaping to levels and compacting.	m <sup>3</sup>	90		
		Import 20mm Bedding sand grading to sans 1200 sand to be poison treated	m <sup>2</sup>	580		
		Import 80mm Interlocking pavers to sabs 1058/1985 class 25	m <sup>2</sup>	580		
		Fig 6 Kerb only	m	55		
		Fig 6 Kerb and Channel combination	m	55		
		Road Marking 100m wide white lines rate inclusive of pre marking	m	100		
<b>TOTAL CARRIED TO SUMMARY</b>						



C2.1 PRICING INSTRUCTIONS

**CONTRACT No. UBU-B-01/08/20**  
**THE CONSTRUCTION OF SANGCWABA SPORTS FIELD**

**BID SUMMARY**

SECTIONS	DESCRIPTION	AMOUNT (RAND)
1	PRELIMINARY & GENERAL	R
2	CIVIL WORKS	R
3	ABLUTION & CHANGE ROOMS	R
4	ELECTRICITY	R
5	COMBO COURT	R
6	PARKINGS	R
SUBTOTAL A =		R
Add: Contingencies (10% of SUBTOTAL A) =		R
SUBTOTAL B =		R
Add: VAT (15% of SUBTOTAL B) =		R
TOTAL CARRIED FORWARD TO FORM OF OFFER =		R

Signed on behalf of the Bidder: ..... (Signature)      Date: .....

Bidder's Name: ..... (Company Name)

C3. SCOPE OF WORKS

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**C3.2 PROJECT SPECIFICATIONS**

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<b>PS.1.2</b>	<b>Description of Site and Access</b>
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<b>TRAFFIC</b>	
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<b>PS.6.1</b>	<b>Blockage Stormwater Sewers</b>

C3. SCOPE OF WORKS

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<b>PS.7</b>	<b>ELECTRICAL PLANT</b>
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<b>PS.9</b>	<b>MANAGEMENT OF THE ENVIRONMENT</b>
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**C3.2.3ELECTRICAL AND TELKOM SERVICES**

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**C3.3 PARTICULAR SPECIFICATIONS**

**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**PART D: DAYWORK**

**PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

**PART F: JOINT VENTURE AGREEMENT SPECIFICATION**

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C3. SCOPE OF WORKS

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**C3.3 PARTICULAR SPECIFICATIONS**

**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**PART D: DAYWORK**

**PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

**PART F: JOINT VENTURE AGREEMENT SPECIFICATION**

C3. SCOPE OF WORKS

**C3.1 STANDARD SPECIFICATIONS**

Standard Engineering Specifications

**Civil Engineering Standard Specifications**

The Standard Specifications forming part of this contract were compiled to cover all phases of work which are normally encountered in Civil Engineering Contracts. It is therefore possible that these specifications may cover work which is not applicable to this contract. The following is an indication of the standards and specifications that will have to be adhered to under this contract:

"Standardized Specifications for Civil Engineering Construction" SABS 1200.

This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable sections. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

SABS	A	-	1986	General
SABS	C	-	1982	Site Clearance
SABS	D	-	1990	Earthworks
SABS	DB	-	1989	Earthworks (Pipe Trenches)
SABS	DM	-	1981	Earthworks (Road, Subgrade)
SABS	GA	-	1982	Concrete (Small Works)
SABS	L	-	1983	Medium Pressure Pipelines
SABS	LB	-	1983	Bedding (Pipes)
SABS	LC	-	1981	Pipe Ducts and Cables
SABS	LD	-	1982	Sewers
SABS	LE	-	1982	Stormwater Drainage
SABS	M	-	1996	Roads (General)
SABS	ME	-	1981	Subbase
SABS	MF	-	1981	Base
SABS	MG	-	1996	Bituminous Surface Treatment
SABS	MH	-	1996	Asphalt Base and Surfacing
SABS	MK	-	1983	Kerbing and Channelling
SABS	MM	-	1984	Ancillary roadworks

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

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and

Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

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C3. SCOPE OF WORKS

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**C3.2: PROJECT SPECIFICATIONS**

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

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

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

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

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C3. SCOPE OF WORKS

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**C3.2: PROJECT SPECIFICATIONS**

**PART A: GENERAL**

**1. DESCRIPTION OF THE WORKS**

**1.1 Employer's Objectives**

This project forms part of the MIG funded project dedicated for the upgrade of rural areas initiated by the Ubuhlebezwe Local Municipality. Sangcwaba Sportsfield will provide an important recreational facility for the immediate community.

The contract is located in a region of KwaZulu-Natal that has been historically impoverished by a lack of infrastructure access. It is therefore mandatory that the Contractor shall interact with the community via proactive project liaison with and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

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

**1.2 Location of the Works**

SANGCWABA Sports field is located in a village under Ubuhlebezwe Municipality, in the Harry Gwala District Municipal area. The general location of the works is shown on the locality plan in Section C4.1 of this document

**1.3 Overview of the Works**

The project will involve the construction of a 100mm x 64mm (6400m<sup>2</sup>) sports field with a combo court for a multi sports mixed usage, ablution facilities, grand stand seating.

**1.4 Extent of the Works**

The Contractor shall carry out all work required for the construction of Sangcwaba Sports Field, including:

- (a) Site Establishment: Establishment of offices, tools, plants etc.
- (b) General requirements for construction activities.
- (c) Site Clearance.
- (d) Strip to stockpile topsoil.
- (e) Concrete Palaside fence.
- (f) Foundations.
- (g) Buildings.
- (h) Earthwoks.
- (i) Concrete works.
- (j) Paving.
- (k) Accessories.

Such other works as may be deemed by Engineer for completion of project.

Continuous quality control over materials and works, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.

Finishing off. De-establishment after all construction activities and 6 months defects liability period.

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C3. SCOPE OF WORKS

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### 1.5 Detailed Description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2.

The site shall not only comprise the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The site includes all the land within the proclaimed limits of the road reserve along the extent of the works, borrow pits and quarry sites, stockpile areas, locations set aside for construction and supervision accommodation and any other location required for the execution of the Works.

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

#### 1.5.1 Access to the Site

Driving from Durban towards Port Shepstone on N2 for 47.1km, take the exit 104 for R612 toward Umzinto then turn right onto R612 and drive for 41.6km. Make a right turn then proceed for 1.2m and proceed for another 9.6km then you'll find another right turn where you'll drive for 1.6km. Continue straight for 1.1km, and Sangcwaba sports field will be on your left hand side next to Sangcwaba Primary School.

### PS.2 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

#### PS.2.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form (see Part T2.1 : List of Returnable Documents : Form I) to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

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

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather



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C3. SCOPE OF WORKS

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conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

**PS.2.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract**

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

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- (1) In general, at least two (2) weeks notice is required by all the Municipal Departmental service organisations before the respective work teams can be deployed on site.
- (2) Vehicular access to private property is to be maintained at all times unless prior written permission to close the access has been obtained, by the Contractor, from the property owner / occupier, and approved of by the Engineer..
- (3) Works may be required out of normal hours on certain accesses. The Contractor shall make allowance for this, or provide alternative methods for construction during normal working hours (eg. steel plates).
- (4) Attention must be paid to the accommodation of pedestrians and traffic during the period of the contract. Adequately safe pedestrian accommodation must be provided for the full duration of the contract.
- (5) During construction of the main stormwater line, temporary access must be allowed to residents
- (6) The Contractor shall allow for all signs, barricades, delineators, and temporary road markings under the applicable items in the Bill of Quantities.
- (7) Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Engineer.

**PS.2.3 Requirements for Accommodation of Traffic**

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C3. SCOPE OF WORKS

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**PS.2.3.1 General**

The Contractor shall make provision for accommodating all pedestrian and vehicular movement in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required. Accommodation of traffic, where applicable, shall comply with SANS 1921-2 : 2004 : Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Clause 4.10.4 of SANS 1921-2 : 2004 shall be replaced with the following :

“Road signs and markings shall comply with the requirements of SANS 1200 MM and / or The South African Road Traffic Signs Manual - Volume 2 : Roadworks Signing”.

**PS.2.3.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for completing the work required to the accesses out of normal hours.

**PS.2.3.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2003.

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C3. SCOPE OF WORKS

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**PS.2.3.4 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

**PS.2.3.5 Pedestrian movement**

The Contractor shall make provision for accommodating all pedestrian movements in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required.

**PS.2.3.6 Temporary Reinstatement**

Provided always that if in the course or for the purpose of the execution of the works or any part thereof any road or way shall have been broken up, then notwithstanding anything herein contained :

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this subclause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

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C3. SCOPE OF WORKS

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**PS.3 SERVICES**

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

**PS.3.1 Existing Services (Read with SANS 1921-1 : 2004 clause 4.17)**

The Tenderer's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

**PS.3.2 Proving Underground Services**

This clause must be read in conjunction with SANS 1921-1 : 2004 and SANS 1921-2 , the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

The cost of the proving trenches is to be included in the work.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly. The cost of this additional searching shall be to the Council's cost and shall be paid for under - Proving Existing Services.

Should any service be damaged by the Contractor in carrying out the works and should it be found that the procedure laid down in this clause has not been followed then all costs in connection with the repair of the service will be to the Contractor's account.

It should be noted that 33 000 Volt and 132 000 Volt cables may only be exposed by the Electricity Service Unit's personnel. The cables are usually protected by concrete covering slabs, and therefore if the slabs are inadvertently exposed, excavation work must stop, and the Electricity Service Unit shall be contacted immediately on the above telephone numbers.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under Clause 4.17 of SANS 1921-1.

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C3. SCOPE OF WORKS

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**PS 4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

**PS 4.1 General**

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project. Certain aspects however require further attention as described hereafter.

**PS 4.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)**

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure. The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**PS 4.3 Management and Disposal of Water (Read with SANS 1921 - 1 : 2004 clause 4.6)**

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

**PS 4.4 Disposal of Spoil or Surplus Material(Read with SANS 1921 - 1 : 2004 clause 4.10)**

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

**PS 4.5 Survey Beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)**

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

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**PS 4.6 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)**

All known services are shown in the drawings however there may be other unknown services alongside the roadway. Work areas are to be proved for services prior to excavating for the works. Provision for proving of services is included in the Bill of Quantities.

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

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

**PS 4.7 Management of the Environment (Read with SANS 1921 - 1 : 2004 clause 4.19)**

**The Contractor shall pay special attention to the following:**

**(a) Natural Vegetation**

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

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

**(b) Fires**

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

**PS 4.8 Overhaul**

No payment will be made for overhaul on this contract.

**PS 4.9 Security**

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

**PS 5 CONSTRUCTION PROGRAMME**

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**PS 5.1 Preliminary Programme**

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

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

**PS 5.2 Programme in terms of Clause 5.6 of the General Conditions of Contract (3<sup>rd</sup> Edition, 2015)**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract (3<sup>rd</sup> Edition, 2015), be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 3<sup>rd</sup> Edition, 2015).

**PS 6 SITE FACILITIES AVAILABLE**

**PS 6.1 Contractor's camp site and depot(Read with SANS 1921 - 1 : 2004 clause 4.14)**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers whilst on site.

**PS 6.2 Accommodations of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site. No housing is provided under this contract for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed on site

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees.

**PS 6.3 Power supply, water and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

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**PS 7 SITE FACILITIES REQUIRED**

**PS 7.1 Sanitary Facilities**

No sanitation facilities are provided at the camp site under this contract and the contractor will have to supply his own facilities. The facilities must comply with all applicable health standards and must be approved by the relevant health and environmental authorities.

**PS 7.2 Telephone Facilities**

The contractor will have to make his own arrangements for communication facilities which will enable the Engineer to make contact with him during normal office hours. All costs in this regard are for the contractors account and are not recoverable. If and when required, the contractor must make the telephone facilities available to the Engineer or his Representative for use on this contract.

**PS 7.3 Facilities for Engineer**

Facilities are required for the Engineer, other consultants, and Employer for meetings and other on site issues. Facilities should include air-conditioned boardroom with table and chairs to accommodate at least eight people.

**PS 8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

**PS 8.1 General**

The Contractor will be responsible for the safe and easy passage of pedestrian and vehicle traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

**PS 8.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.



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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations at his own cost.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

**PS 8.3      Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

**PS 9      OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 - 1: 2004 clause 4.14)**

**PS 9.1      General Statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form provided under Contract Data i.e. Forms to be Completed by Successful Tenderer.

**PS 9.2      Health and Safety Specifications and Plans to be submitted at Tender Stage**

**(a)      Employer's Health and Safety Specification\_**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

**(b)      Tenderer's Health and Safety Plan\_**

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The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

**PS 9.3 Cost of Compliance with the OHSA Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

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Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

#### **4.1.3 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

##### **INTRODUCTION**

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

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

#### **PSA GENERAL (SABS 1200A)**

#### **PSA 3 MATERIALS**

#### **PSA 3.1 QUALITY**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered. All materials used on this contract shall comply with the requirements of the applicable SABS standards.

#### **PSA 3.3 Applicable Standards for Cement**

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 5197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and descriptions and types of cements specified, will be based

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on the designations as defined in these specifications.

**PSA 3.4 ORDERING OF MATERIAL**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall, before ordering material of any kind, check with the Engineer whether or not the scope of work for which the materials are required, is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with the confirmation issued by the Engineer.

**PSA 4 PLANT**

**PSA 4.2 CONTRACTOR'S OFFICE, STORES AND SERVICES**

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site. The Contractor shall make provision for the site office to be large enough to accommodate up to 8 persons and shall be accordingly furnished, and is also to include an air conditioner.

- Add the following additional Subclause :

**PSA 4.2.1 Site Diary**

A site diary in triplicate format, which will be supplied by Contractor, must be filled in on a daily basis and submitted to the Engineer on a weekly basis. No claims will be considered without the site diary schedules properly completed (on a daily basis) and submitted.

**PSA 5 CONSTRUCTION**

**PSA 5.1 SURVEY**

**PSA 5.1.1 Setting out of the Works**

For any new work the Contractor shall establish his own reference lines and points from which the work shall be set out. The Contractor is to provide and maintain his own survey equipment as required.

**PSA 5.5 DEALING WITH WATER ON WORKS**

- Add the following Subclause :

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**PSA 5.5.1** In the event of the Works being flooded, it shall be noted that any claims for additional compensation for damage to the works due flooding, (not withstanding the magnitude thereof) will not be considered, as the additional insurance, resources or costs that may be required or incurred.

**PSA 5.7 SAFETY**

- Add the following Subclause :

**PSA 5.7.1.** The Contractor will refer to Particular Specifications, for the OHS 1993 Safety Specification.

**PSA 5.8 GROUND AND ACCESS TO WORKS**

- **Add the following Subclause :**

Where necessary the contractor will make provision for temporary gates, ramps and roads to obtain access to the site. Where it involves these activities, the contractor will obtain the necessary approvals from the land owners to do so.

□ On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and leveling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense.

A comprehensive photographic record of the existing site must be submitted to the engineer prior to commencement of any work in a particular area.

**PSA 5.9 ACCOMMODATION OF TRAFFIC (Additional Clause)**

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS 9.

**PSA 7 TESTING**

**PSA 7.2 APPROVED LABORATORIES**

The Contractor is not required to provide a laboratory. All testing of materials be carried out by an approved/recognised laboratory selected by the Contractor and approved by the Engineer. All test results and relevant information shall be made available to the Engineer. The costs of normal process controlling tests shall be deemed to be included in the tendered rates.

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**PSA 8 MEASUREMENT AND PAYMENT**

**PSA 8.3 SCHEDULED FIXED CHARGE AND VALUE RELATED ITEMS**

- **Add the following Subclause :**

**PSA 8.3.3** The Contractor shall provide the Engineer with the initial pre-construction survey in a Modelmaker format and the costs associated to this initial survey shall be included in the tendered price under Fixed Charge items.

The Contractor shall provide to the Engineer, a marked up plan at an appropriate scale, as approved by the Engineer, of the completed bulk earthworks and finished levels. This is to include a list of coordinates, storm water drainage pipes, invert levels of stormwater inlets, outlets and manholes, sub-soil drains, earth and concrete drains, any cable ducts installed and the levels thereof.

Any services not shown on the drawings which the Contractor encounters when providing services shall also be shown regardless of whether it has been relocated or not. The tendered price for carrying out the abovementioned work or any similar work shall be inclusive of all costs, be it direct or indirect costs to the Contractor.

**PSA 8.4 SCHEDULED TIME RELATED ITEMS**

- PSA 8.4.5**
- a) The above mentioned as-built survey (Ref. PSA 8.3.3) shall be carried out immediately upon completion of any particular portion of the works. The as-built information shall be provided by the Contractor in a Modelmaker format and appropriate version of AutoCAD and shall be certified by the Contractor as a true reflection of the completed works. The tendered price for carrying out the abovementioned work or any similar work shall be inclusive of all costs, be it direct or indirect costs to the Contractor. A Certificate of Completion of Works will not be issued to the Contractor until such time that the Contractor provides the Engineer with the as-built information requested
  - b) This item shall be paid to the Contractor monthly pro-rata for his compliance with safety requirements as per this contract document.

**PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER**

**PSA 8.5.1 Payment to Authorities and Sub-Contractors**

The amount allowed for payment to various authorities and nominated subcontractors for

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relocation of services or graves and the like shall be based on actual invoices or contracted costs approved by the Engineer. The Contractor will be required to make arrangements for the removal of the services and/or attend to subcontractors in accordance with his construction programme and then make the necessary payments. These additional costs shall be covered in the percentage allowed for attendance, overheads etc.

- a) Allowance for testing of materials eg. soils test in conjunction with PSA 7.2
- b) Allowance for the relocation of existing services
- c) Allowance for a community liaison officer (CLO)
- d) Allowance for the provision of a "Technical Support on site / Construction monitoring " to assist the Contractor.

B13.01 (d) Provisional sum for the provision of a "Technical Support on site / Construction monitoring " to assist the Contractor. Provisional Sum

B13.01 (e) Management Support Costs and profit in respect of subitem  
B13.01(d) Percentage (%)

Expenditure under this item shall be made in accordance with Expenditure under this item shall be made in accordance with Clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is the percentage of the amount of expenditure approved by the Engineer under sub-item B13.01 (d), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the management duties.

#### **PSA 8.5.2 Relocation and Reinstatement of Services**

The amount allowed for payment to various authorities and nominated subcontractors for relocation and reinstatement of services and payment shall be based on actual invoices or contracted costs approved by the Engineer. The Contractor will be required to make arrangements for the removal of the services and/or attend to subcontractors in accordance with his construction programme and then make the necessary payments. These additional costs shall be covered in the percentage allowed for attendance, overheads etc.

#### **PSA 8.5.3 CONNECTIONS (SABS 1921-1)**

##### **PSA 8.5.3.1 Payment for Connection to Municipal Electrical Network / Supply Authority**

- a) A provisional sum of R 30,000.00 has been allowed for payment to the supply authority for the connection of electricity supply to the sportsfield site and completed electrical installation.

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- b) The Contractor will be required to make payment to the supply authority and attend to any additional costs arising. These additional costs shall be covered in the percentage allowed for attendance, overheads etc.

**PSA 8.5.3.2 Payment for Water Connection to Municipal Network / Supply Authority**

- a) A provisional sum of R 100 000 has been allowed for payment to the water supply authority for the water connection to the sportsfield site.
- b) The Contractor will be required to make payment to the supply authority and attend to any additional costs arising. These additional costs shall be covered in the percentage allowed for attendance, overheads etc.

**PSA 8.8.1 Main Access Road to Works**

The tendered amount for this item shall be for the construction and maintenance of the main access road to the works and shall include for dealing with traffic including signposting, construction detours and general accommodation of vehicle and pedestrian traffic.

**PSA 8.11 Specifications – New Combination Court:**

**Base**

- **Supply and lay concrete kerbing to court surrounds.**
- **Supply and lay plastic sheeting. This acts as a slip joint between platform and sub base to minimise movement, therefore assisting in the prevention of cracks on the playing surface.**
- **Our crusher run base goes in at 90mm thick and gets compacted to 80mm with 9.5 mm chip and spray**

**layers.**

- **Supply and lay filler coat.**
- **Compact Tene-Mesh into filler coat.**
- **Supply and lay 3 All Weather Surface, Final colour “Tenecon Green”; finishing 2 mm above the concrete kerb level.**
- **Paint lines in accordance with Netball and Volleyball and Basketball specifications.**
- **The court will have a fall across from corner to corner 1% to assist in the runoff of surface water.**

**Fencing**

- **Specialist to provide the mesh for fencing around the courts.**
- **Fencing height – 3.6-m (perimeter and division)**
- **Straining wire: Galvanised 3.15mm core wire with plastic coated finish of 3.18mm**
- **Access Gates (4)**
- **Fencing posts: All are hot dipped galvanised.**
- **Corner Posts: 76 mm x 2mm.**



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- **Intermediate Posts: 48 mm x 2 mm.**
- **Top Rail: 32 mm x 2 mm**
- **Joiners: 27 mm x 2 mm**

**Accessories & Equipment**

- **Supply and install 4 sets of Netball rings and Nets.**
- **Supply and install 4 Volleyball nets.**
- **Supply and install 4 sets of Basketball backboards and slam dunk rings**

**PSA 9(D1000) DAYWORK (8.7)**

Add the following:

"No work will be measured under dayworks unless  
(a) it is agreed by the Engineer to be outside the specified scope of a measurement item in the Contract; and  
(b) it is carried out in response to a written instruction by the Engineer; and  
(c) the records of plant and labour are submitted daily for the consideration of the Engineer, and duly approved.

**PSAB                ENGINEER'S OFFICE**

**PSAB 3        MATERIALS**

**PSAB 3.1    NAMEBOARD**

The Nameboard shall be to SABS 0120 Section AB and the names of the Employer, Engineer and Contractor shall be painted on the boards as ordered or as shown on **Page C6.3**

**The Name board for this contract shall include the following: -**

**Client: UBUHLEBEZWE LOCAL MUNICIPALITY**

**Consulting Engineers: VUMESA (PTY) LTD**

**Contractor: NAME OF FIRM**

**PSDM        EARTHWORKS**

**PSDM 3        MATERIALS**

**PSDM 3.1    CLASSIFICATION FOR EXCAVATION PURPOSES**

**PSDM 3.1.2 Classes of excavation**

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

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**PSDM 3.3 SELECTION**

**PSDM 3.3.1 General**

- **Add the following :**

Excavated material ordered by the Engineer to be temporarily stockpiled for later re-use, shall be stockpiled selectively in such a way that materials suitable for bedding or other special purpose, shall be kept separately from unsuitable material. The rates tendered for the supply and laying of pipes shall be inclusive of selecting bedding from bulk excavations. Payment for material required from borrow or commercial sources will only be if the Engineer has agreed in writing that he is satisfied that there is no suitable material available from normal and bulk excavations on site.

**PSD 5 CONSTRUCTION**

**PSD 5.1 PRECAUTIONS**

**PSD 5.1.1 Safety**

**PSD 5.1.1.2 Safeguarding of excavations**

- **Add the following subparagraph:**

(g) The Contractor or his agent or his representative shall not require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

**PSD 5.1.5 Trench Excavations (Additional Subclause)**

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

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**PSD 5.1.6 Explosives**

Where blasting is required and the Contractor intends to use explosives, the Contractor shall inform the Engineer of his intention to use explosives at least 24 hours before the intended time of use. Should blasting be necessary, the Contractor shall take every precaution to protect the Works and persons, animals and property in the vicinity of the site as applicable in Subclause 5.1.1.3 of SABS 1200D.

**PSD 5.2.2.1 Excavations for general earthworks and for structures**

- **Add the following additional subparagraph:**

(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible, excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

**PSD 5.2.2.3 Disposal**

All excess excavated material not used for back filling shall be disposed of at a site to be found by the contractor and approved by the Engineer. The spoil site shall be finished off at the completion of the work s to the satisfaction of the Engineer.

**PSD 5.2.5 Transport of works**

**PSD 5.2.5.1 Freehaul**

- **Add the following :**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule

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of Quantities.

**PSD 5.2.5.2 Overhaul**

**Overhaul will not be payable on this contract.**

**PSDB                    EARTHWORKS (PIPE TRENCHES)**

**PSDB 5.3            SITE CLEARANCE**

- **Add the following :**

The scope of works for this item shall be deemed to be included in SABS 1200C and no separate payment for this item will be made.

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**PSDK                      GABIONS AND PITCHING**

**PSDK 3.2    PITCHING**

**PSDK 3.2.1.2      Size**

The pitching to be constructed shall have a minimum dimension of 110mm and mass 11kg.

**PSDK 3.2.2 Grouted Pitching**

All pitching in this contract shall be grouted pitching. The stone shall initially be embedded in "soft" concrete and then all voids shall be grout filled.

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**PSDM                    EARTHWORKS (ROADS, SUBGRADE)**

**PSDM 3        MATERIALS**

**PSDM 3.1    CLASSIFICATION FOR EXCAVATION PURPOSES**

Material excavated other than hard rock and boulders will not be classified separately for purposes of measurement and payment. The unit rate for excavation shall cover excavation in soft and intermediate material. Boulders in excess of 0,25m<sup>3</sup> only will be classified as hard rock for payment purposes.

**PSDM 3.3    SELECTION**

**PSDM 3.3.1 General**

Material which is suitable for selected layers from borrow shall be proposed by the Contractor for approval by the Engineer. The quality of such materials shall be proved before they are passed for use in selected layers.

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**PSDM 5 CONSTRUCTION**

**PSDM 5.2 METHODS AND PROCEDURES**

**PSDM 5.2.3 Treatment of Soccer Field /Road-bed**

**PSDM 5.2.3.3 Treatment of Soccer Field /Road-bed**

**a) Preparation and Compaction of Road-bed**

Where in-situ material in cut is suitable for selected layers, the selected layer shall be omitted and "road bed preparation" paid instead,

No selected fill or other foundation layers may be placed on the in-situ material until the Engineer has inspected the road-bed and given written instructions on the necessity or otherwise of road-bed preparation and compaction. No payment will be made for "roadbed preparation" unless instructed by the Engineer in writing.

- **Add the following :**

**c) Platform preparation**

The sportsfield platform shall be graded at 1% fall or otherwise instructed by the Engineer. The rate for road bed preparation and treatment, for the parking area, the building platforms for the change rooms and ablution facilities shall be included in this item and in payment items 8.3.3

**a) and 8.3.3 b) respectively.**

**PSDM 5.2.4 Fill**

**PSDM 5.2.4.2 Placing and Compaction**

- **Add the following to 5.2.4.2.f) 2) :**

"Imported coarse river sand from commercial sources for drainage layer shall be compacted to 100% MOD AASHTO"

**PSDM 5.2.4.3 Finishing**

- **Add the following to 5.2.4.3.e) :**

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“The sportsfield topsoil shall be treated with inorganic super phosphates and organic compost (fertilizers), the rate of application being 50g/m<sup>2</sup> of sportsfield

- **Add the following to 5.2.4.3.f) :**

“The sportsfield shall be grassed/turfed with a heavy thick sod of instant “Cynodon Dactylon”. The sports field shall be continuously rolled, watered and fed with a top dressing of inorganic fertilizers for a period of one week. A daily maintenance program is to be implemented for a period of one week and shall included rolling, cutting, fertilizing, watering and re-leveling where required. The Contractor is to provide the Engineer with a detailed maintenance programme for approval.”

**PSDM 5.2.8 Transport**

**PSDM 5.2.8.1 Freehaul**

- **Add the following :**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities.

**PSDM 5.2.8.2 Overhaul**

Overhaul will not be payable under this contract.



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**PSDM 8 MEASUREMENT AND PAYMENT**

**PSDM 8.2 COMPUTATION OF QUANTITIES**

**PSDM 8.2.4 Cut and Borrow to Fill and Cut to Spoil**

**a) Cut and Borrow to Fill**

All fill materials will be measured to neat dimensions as calculated in fill. Borrow, cut to spoil and cut to fill shall be proportioned and arithmetic calculations made to compute the final borrow quantity. No payment will be made for wastage such as material spoiled from fills as unsuitable or for overfilling unless approved by the Engineer in writing. Royalties paid for borrow shall be paid by the Contractor for the actual quantity borrowed including wastage and not for the borrow as calculated above from arithmetic calculations. "As built" approved cross-sections will be used for reconciling quantities.

**b) Cut to Spoil**

The unit of measurement for material excavated below the surface of the natural ground under embankments or beneath the grade in cuts and classified as unstable or unsuitable will be cubic metre in cut to the neat dimensions ordered by the Engineer. All undercuts below structural layers shall be considered to be cut at the rate tendered.

The rate tendered shall include for excavation, handling and placing of material to spoil. The rate shall also include for haulage of excavated material with 2km and for trimming and shaping the slopes and surfaces of spoil dumps. Any negotiations with landowners etc, required for prior approval and final consent of spoil areas shall be deemed to be paid for in the rates submitted.

**PSDM 8.3.13 SURFACE FINISHES**

**a) Topsoiling**

- i) The rate shall cover the transport and spreading of the removed topsoil on verges and banks from the designated stockpile area on site. There will no separate payment for the transport of topsoil to site should the Contractor elect to stockpile the removed topsoil offsite.
- ii) The rate shall cover the transport, spreading and treatment of the topsoil from the designated stockpile area on site including ploughing, grading and initial levelling. The sportsfield topsoil shall be treated with

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inorganic super phosphates and organic compost (fertilizers), the rate of application being 50g/m<sup>2</sup> of sportsfield unless otherwise specified by the Engineer. The tendered rate for "topsoiling" under this payment item shall be inclusive of the rates for the fertilizer materials and processing thereof, and top dressing after grassing, and application thereof. There will no separate payment for the transport of topsoil to site should the Contractor elect to stockpile the removed topsoil offsite. (Also see PS 1.1.2)

- iii) The rate shall cover the transport, spreading and treatment of topsoil imported from approved commercial sources including ploughing, grading and initial levelling. The topsoil shall be treated with inorganic super phosphates and organic compost (fertilizers), the rate of application being 50g/m<sup>2</sup> of sportsfield unless otherwise specified by the Engineer. The tendered rate for "topsoiling" under this payment item shall be inclusive of the rates for the fertilizer materials and processing thereof, and top dressing with inorganic fertilizers after grassing, and application thereof. There will no separate payment for the transport of topsoil to site from the supplier. (Also see PS 1.1.2)

b) Grassing

The rate shall cover the grassing of the sportsfield with a heavy thick sod of instant cynodon-dactylon from approved commercial sources. The rate shall include the for the cynodon-dactylon sods, transport to site, the process of grassing to the suppliers specifications or by other methods specified by the Engineer, maintenance thereof and levelling as required. The sports field shall be continuously rolled, watered and fed with a top dressing of inorganic fertilisers (rate included under PSDM 8.3.13 a) for a period of one week.

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**PSG        CONCRETE (STRUCTURAL)**

**PSGA       CONCRETE (SMALL WORKS)**

**PSG/PSGA-3       MATERIALS**

**PSG/PSGA-3.2       Cement**

**PSG/PSGA-3.2.1   Applicable specifications**

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements specified will be based on the designations as defined in these specifications.

**PSG/PSGA 8       MEASUREMENT AND PAYMENT**

**PSG/PSGA 8.1       Measurement and rates**

**PSG/PSGA 8.1.2   Reinforcement**

- Replace subclause 8.1.2.2 with the following:

**PSGA 8.1.2.2**       Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh."

- Replace subclause 8.1.2.3 with the following:

**PSGA 8.1.2.3**       The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.

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**PSLE STORMWATER DRAINAGE**

**PSLE 8 MEASUREMENT AND PAYMENT**

**PSLE 8.2.1 a)** The rate shall include the placement of Class C bedding and all associated works up to backfilling and re-instating layerworks where applicable or as ordered by the Engineer. The Contractor shall verify invert levels and satisfy himself that the pipes are laid to the correct design levels or otherwise specified by the Engineer. All concrete pipes shall be Class 75 Spigot and Socket pipes with interlocking joints and shall comply with SABS 677 requirements. The pipes shall be joined with rubber seal rings as per SABS 974.

Perimeter collector pipes (to subsoil drainage pipes) shall be 300mm diam. Class 34 Duraflow uPVC pipe on flexible bedding complete to Detail X on Dwg. 1000318-CIVIL-03. The rate shall cover the supply and laying of the pipes to the relevant details.

**PSLE 8.2.1 b) SUBSOIL DRAINS**

This item covers the drainage of the sportsfield with a sub-surface drainage system. This item is measured separately from 8.2.1 a) as follows :

- a) Construct subsoil drain complete incl. excavation and disposal of material. The unit of measurement for this sub-item is linear meter.
- b) Construct outlet headwalls to subsoil drain complete The unit of measurement for this sub-item is linear "No. of headwalls".
- c) Construct rodding eye. The unit of measurement for this sub-item is "No. of rodding eyes".
- d) Connect subsoil drains to catchpit or culvert headwall The unit of measurement for this sub-item is "No. of connections".

The rate shall include the construction of sub-items a), b), c) and d) complete as per the Details and the Contractor shall obtain the Engineer's approval prior to construction of these items.

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**PSMK 8 MEASUREMENT AND PAYMENT**

**PSMK 8.2 SCHEDULED ITEMS**

**PSMK 8.2.1 : Kerbing and Channeling**

Cast in-situ channeling will be paid per metre of channel constructed and the tendered rate shall include all plant and equipment and all associated work required for the construction of the in-situ channels.

**PSMK 8.2.5 : Chutes**

Measurement and payment for mite chutes shall be made in metres of chute constructed.

**PSMK.8.2.8 Cast in-situ channels and Side Drains**

- a) Measurement and payment will be made in metres of channel and drain constructed. The tendered rate shall include for all excavation, trimming, consolidation and soaking of the foundation, supply, placing and finishing and testing of the concrete, formwork and construction of expansion joints.

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**PARTICULAR SPECIFICATIONS**

**4.1.4.1 ANCILLARY SPORTSFIELD WORKS AND OTHER ITEMS**

**4.1.4.1 a) GOAL POSTS**

Goal posts shall be "in ground" goal posts made of steel tubing or alluminium painted white with QD enamel, complete with square mesh nets and foundation. The rate shall cover the supply of the goal posts, transport to site from supplier, complete installation and all associated materials and plant required to facilitate and complete the installation to the Engineers approval.

**4.1.4.1 b) FIELD MARKING**

The rate shall cover the setting out and marking of the sportsfield with an approved paint and shall include the for the provision of a marking machine which shall be handed over to the Employer in working condition after completion. Setting out marking of the sportsfield shall be carried out as follows :

- a) Primary lines - Field Marking Paint diluted 1:3 with water by brush or marking machine.
- b) Secondary lines - Field Marking Paint diluted 1:6 with water to previously marked lines by brush or marking machine.

**4.1.4.1 c) IRRIGATION**

The Contractor shall design a complete dragline irrigation system with associated pipes, pumps, sprinklers, tripods and other relevant fittings and allow for a 15Amp socket point. The design shall be approved by the Engineer prior to installation. The rate for this item shall be inclusive of the design of the system, all associated fittings and components of the irrigation system, the installation and testing of the system. The Contractor shall provide upon practical completion 2 No. operations and maintenance manuals to the Engineer which will be handed over to the Employer upon completion.

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**PS.5 SEWERS**

The contractor shall supply, lay and commission all sewer reticulation and manholes as per SANS DB and LD. Payment shall be with reference to Part PG and PH

**PS.5.1 Blockage of Foul Water Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the foul water reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

**PS.6 STORMWATER**

SANS The contractor shall ensure that the stormwater system is constructed in accordance with LE and with reference the Standard Engineering Specifications.

**PS.6.1 Blockage Stormwater Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the stormwater reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

**PS.7 ELECTRICAL PLANT**

Tenderers are to read this clause in conjunction with Clauses PS.2 and PS.5.

**PS.7.1 General**

Various types of electrical cables including high voltage, low voltage , street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by Ubuhlebezwe Electricity's work gangs, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with Ubuhlebezwe Electricity throughout the contract.

**PS.7.1 Street Lighting**

The existing lighting will be removed in stages and replaced in the centre median / intersection corners. Relocation will take place during this contract and be executed by Metro Electricity or their agents. It is a requirement that the street lighting be operational at all times.

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**PS.7.2 MV / LV Cables**

Certain M.V, L.V. cables is to be replaced within the contract area (see drg 1800800000A0). The actual cable work associated with this relocation and / or replacement of these cables will be carried out by Municipality and it is stressed that the two week period referred to in Clause PS.2 is the minimum period required to enable Municipality Electricity to be on site timeously.

**PS.7.3 Relocation of Existing Services**

Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the construction to proceed the Contractor shall on no account effect such adjustment himself but shall notify the Engineer who will arrange for the work to be carried out at no cost to the Contractor.

**PS.8 TELKOM S.A. LIMITED PLANT**

Tenderers attention is drawn to the fact that Telkom copper cables and fibre optic cables are existing in the contract area and reference is to made to "ELECTRICAL AND TELKOM SERVICES" – C3.2.3.

**PS.9 MANAGEMENT OF THE ENVIRONMENT**

The Contractor shall pay special attention to the following :

**PS.9.1 Natural Vegetation**

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

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

**PS.9.2 Fires**

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



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**PS.9.3 Environmental Management Plan**

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

**PS.10 OCCUPATIONAL HEALTH AND SAFETY**

**PS.10.1 General statement**

When considering the safety on site the Contractor's attention is drawn to the following :

- (1) The area is bounded by residential properties.
- (2) The works will require machinery and plant of varying size.
- (3) The disposal of hazardous asbestos material.
- (4) The raw asphalt used will be delivered to site at a high temperature, which, after processing, remains hot for some time.
- (5) Deep excavations require protection of labour

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatary and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Part T2.1 : List of Returnable Documents : Form K.

**PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage**

**PS.10.2.1 Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in Part C.3 : Particular Specifications.

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**PS.10.2.2 Tenderer's Health and Safety Plan**

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to Part T2.1 : List of Returnable

Documents : Form K.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form K and in T2.1]

The detailed safety plan will take into consideration the site specific risks as mentioned under PS.10.1 and must cover at least the following :

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

A generic plan will not be acceptable.

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**PS.10.3 Cost of compliance with the OHSA Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

**PS.11 PREFERENTIAL PROCUREMENT**

For the purpose of this contract the Contractor shall comply with the preferential procurement statement provided in Part T1.2.3.14 of the Tender Data and the employers document contained in Section C3.3 : Particular Specifications.

**C3.2.2 : AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**INTRODUCTION**

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

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

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**PS.A GENERAL SPECIFICATION**

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**PS.A.1 SITE FACILITIES**

**PS.A.1.1 Temporary Offices for Engineer and Staff**

Temporary offices for Engineer and staff is not required for this project and the offices of Rocpoint will be utilised for contract meeting which will be held every two weeks on Tuesday mornings, dates to be confirmed. The contractor shall however shall provide within the contractors camp a table or drawing desk free of other material for discussion perposes.

**PS.A.1.2 Contractor's Camp Site and Depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The proposed site is site 5.13 of the Durban Point Waterfront Development.

(a) Contractor's Camp Site / Store Yard

The recommended position of the camp site/store yard will be pointed out by the Engineer. However the Contractor may, if he prefers to have a camp site at another location of the work, site it elsewhere provided that he first obtains the written permission of the landowner, and subsequently the Engineer, to do so.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SABS 1200A Clause 8.3.2.2 the following conditions shall also apply :

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) No electrical facilities exist on site.
- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Director : Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

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**PS.A.1.3 Accommodation of Employees**

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

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

No informal housing or squatting will be allowed.

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

**PS.A.1.3 Power Supply, Water and other Services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

(a) Water for Works

The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.

(b) Power Supply for Works

The power supply authority is Ubuhlebezwe Electricity Service Unit. The Contractor will be responsible for arranging for whatever temporary supplies may be required and he will be required to bear all costs involved and to pay the ruling tariffs applicable to such supplies.

**PS.A.2 SERVICES CONNECTION FEE**

Further to Clause AB.2.3 a prime cost item has been included in Part 1.A1.1.1 in the Bill of Quantities. This item covers the connection fee for the following services to the camp site area for the Engineer's office :

- |       |                     |   |   |
|-------|---------------------|---|---|
| (i)   | Electricity         | : | Connection of one single phase 220 volt 60 amps electrical supply to the site distribution box. |
| (ii)  | Telephone/facsimile | : | 3 No. lines - one with fax facility.  |
| (iii) | Water               | : | 25 mm Diameter connection.  |

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Should the Contractor require either additional connection or an increased power supply any additional costs shall be to the Contractor's account.

**PS.A.3 TELEPHONE**

The contractor shall not be required to provide a site telephone.

**PS.A.4 ROAD DEVIATIONS AND TRAFFIC CONTROL**

- (a) Allowance has been made in the Bill of Quantities for those deviations listed below only. Costs of any additional deviations required by the Contractor shall be included in the rates tendered.

It shall be assumed that if no deviations are listed then no deviations will be measured as part of this contract.

DEVIATION DESCRIPTION	CLASS
Across the corner of site 5.13	100mm G5 graded and maintained

- (b) Deviations required by the Contractor shall comply with the requirements of Clause AB.7. Details shall be submitted to the Engineer for approval at least two weeks in advance of date on which it is anticipated that work on the deviation will commence.
- (c) On deviations provided in terms of (b) above the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor for compliance with this clause.
- (d) Unless indicated otherwise over the entire length and for the duration of the contract, traffic is required to be accommodated in both directions at all times.

The Contractor shall ensure that the full width of the road is available for traffic during the peak traffic periods (i.e. 07:00 - 08:30 and 16:00 to 17:30).

- (e) At all times signposting shall be detailed in the part of this document : "Safety in Road Construction".

**PS.A.5 PROGRESS PHOTOGRAPHS**

A provisional sum has been included for the photographs to be taken at the discretion of the Engineer

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**PS.A.6 NOTICE BOARD**

The typical notice board layout is given in Part C6.3. The following requirements shall apply with regards to the notice board.

**PS.D.2 GEOTECHNICAL INFORMATION**

There is no geotechnical report available.



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**PS.DB EARTHWORKS FOR PIPE TRENCHES**

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**PS.DB.1 BEDDING AND BACKFILL MATERIALS**

**PS.DB.1.1 General**

- 1) The measurement for bedding shall be the total through length along the centre of the pipeline measured HORIZONTALLY with deductions made for line valve chambers.
- 2) Bedding material required for the backfill of bell holes will be paid for by the Council.
- 3) The unit of measurement for bedding shall be the Linear Metre (m), and the rate shall include for the placing and compacting of the bedding material up to the underside of the backfill for the various pipe diameters.
- 4) Separate items have been included in the Bill of Quantities for the provision of bedding material from a Contractor's commercial source.

**PS.DB.1.1 Watermains**

- 1) "Earthworks for Pipe Trenches", only a clean sand containing no particles of diameter exceeding 10mm, having a Plasticity Index (P.I.) not exceeding 10 and free from vegetation and lumps shall be used for the bedding cradle and selected fill blanket. It is anticipated that most of the bedding material will have to be provided from an off-site source. Bedding shall be constructed to the dimensions required for Class 'C' bedding.
- 2) Contractors are advised that the choice, placement and compaction of bedding and backfill materials are critical to the satisfactory performance of steel pipes. Therefore strict adherence to all specifications in this regard will be enforced.

**PS.DB.1.2 Sewer Pipes**

- 1) Bedding for the sewers shall be class "C" for rigid pipe or "flexible" for flexible pipes. Where the sewer pipe offered is classified in accordance with SABS 0102 part 1 1987 as a rigid pipe, the bedding shall be class "B" and for flexible / semi-flexible pipes, the bedding shall be as for flexible pipes as detailed in the Standard Engineering Specification Part DB, Earthworks for pipe trenches. However in the case of flexible / semi-flexible pipes the material to be used in the selected fill blanket and selected fill bedding cradle shall be selected granular material.

**PS.DB.1.3 Stormwater Pipes**

- 1) All bedding to stormwater pipes on this Contractor shall be either Type "B" or Type "C"

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**PS.DB.1.4 Telkom Ducts**

- 1) "Earthworks for Pipe Trenches", only a clean sand containing no particles of diameter exceeding 10 mm, having a Plasticity Index (P.I.) not exceeding 10 and free from vegetation and lumps shall be used for the bedding cradle and selected fill blanket. It is anticipated that most of the bedding material will have to be provided from an off-site source. Bedding shall be constructed to the dimensions as is detailed on drawing 38589 : "Telkom Cable Ducts and Junction Box Details".

**PS.DB.2 EXCAVATION AND BACKFILLING - EXISTING SERVICES**

The Tenderer's attention is drawn to the presence of existing services in the area. The Contractor may find it impractical to use mechanical plant for excavation on some portions of the works due to conditions caused by the presence of these services.

The Tenderer's attention is further drawn to the fact that his rates for excavation and backfilling must include for all costs associated with working around these existing services and their protection and accommodation, as no claim for extra payment will be accepted for increased working space or for the inability to use plant in any circumstances.

**PS.DB.3 EXCAVATION, BACKFILLING AND REINSTATEMENT OF TRENCHES**

- 1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation to ensure that this unsuitable material does not contaminate other materials suitable for reuse.
- 2) It is anticipated that a significant portion of the material excavated for trenches in existing natural ground is likely to be classified as "Rock" in terms of Part DB and that blasting methods will be employed to facilitate excavation. Tenderers are to note that the unit of measurement shall be the linear metre (m), and that the rate tendered shall be inclusive of all work or operations necessary to drill, blast, excavate, backfill, spoil or stockpile the material.
- 3) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling in areas subject to traffic loading. An item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the Contractors tendered rate for this item shall include for stockpiling if deemed necessary.

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C3. SCOPE OF WORKS

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- 4) Where the Contractor chooses to trench by open excavation e.g. battering sides of the trenches, this over-excavation shall not be backfilled with unsuitable excavated material but shall be backfilled with the same imported material as used for the pay-width of the trench. Payment for the imported backfill shall be limited to the pay-width of the trench only and the Contractor shall allow in his rates for any extra backfill material that may be required as a result of over-excavating
- 5) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width must be strictly adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.

The measurements for excavation shall be the total through-length along the centre-line of a pipeline measured HORIZONTALLY with deductions for manholes. In addition, trench depth will be measured vertically on the centre-line of the pipeline from the existing ground level to the invert level.

**PS.DB.4 SHORING OF TRENCHES TO EXCAVATIONS**

The Contractor shall be responsible for the design and installation of all shoring where applicable, which must not only comply with all of the relevant safety regulations pertaining to the provision of safe working conditions in earthwork excavations but also will provide sufficient lateral support to minimise any damage to adjacent structures, services or road surfaces.

In addition to the above all excavations in road reserves and adjacent to structures and where excavations are in excess of 1,5 m in depth shall be supported with close shoring and no open or intermittent shoring of any description will be permitted.

The minimum requirements for shoring of these trench excavations shall be as follows :

- 1) Either ribbed steel trench sheeting of suitable thickness with an edged return for interlocking or suitably sized timber poling boards or runners are to be used. Adequate sized walings at suitable intervals are to be provided. Struts shall consist of either adjustable tubular steel jacks or timber suitably sized for the load application.
- 2) The shoring for the excavations shall be progressively installed as the excavation proceeds. Care being taken to ensure the soil is not removed within a minimum 300 mm of the toe of the runners.
- 3) Installation of shoring after the trench has been excavated to a depth in excess of 1,5 m is not acceptable.

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C3. SCOPE OF WORKS

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- 4) Details of the proposed shoring must be supplied to the Engineer at least two weeks before the operation commences. During the backfilling, the sides of the trench including the road layers above any over-excavated sections are to be cut back to a point behind the over excavation.
- 5) No separate item has been allowed for in the Bill of Quantities and the Contractor shall allow in his excavation rates for shoring as necessary.

The cutting back of the trench sides shall be to the Contractor's account.

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C3. SCOPE OF WORKS

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**PS.PF PRESSURE PIPELINES - OTHER THAN STEEL WATERMAINS**

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**PS.PF.1 COVER TO WATERMAIN**

Cover to the top of the asbestos cement pipe is to be in the range 0,9m to 1,1m over the entire site. At the road crossings, no watermains are to be laid until the roadworks are far enough advanced to provide a minimum of 800mm cover to top of pipe. Under no circumstances may heavy road compaction equipment be employed above the watermain unless this condition has been met. The Contractor is to take cognisance of this fact insofar as his water main programme is concerned and is to make allowance for such in his rates. Cover to the water connection pipework and all 50mm diameter pipework shall be in the range of 0,5m to 0,6m.

**PS.PF.2 A.C. mPVC AND POLYPROPYLENE PIPES AND FITTINGS**

All mPVC pipe and fittings shall be manufactured in accordance with the current ASWIC Specification R55:1993 and shall be **Class 12 and 16** pipe.

All A.C. pipe and fittings shall comply with the requirements of Clause PF.3.3.

75mm diameter pipe shall be spigot and socket end mPVC pipe with outside diameter (O.D.) = 75mm.

100mm and 150mm diameter pipe may be either :

- i) Spigot and socket end mPVC pipe with outside diameter (O.D.) = 122 or 177mm respectively, or
- ii) Class 'D' COD A.C. pipe in 4m lengths.

200 and 300mm diameter pipe shall be Class 'D' COD A.C. pipe in 4m lengths.

Notwithstanding Clause PF.3.3.5 of Part PF : Pressure Pipelines : Other than Steel. The use of polypropylene fittings will be accepted provided that :

- a) The fittings shall be fabricated from pipes with a working pressure rating of 1600 kPa or higher i.e. Class 16 or higher pipe;
- b) The fittings shall be capable of withstanding a test pressure of 1800 kPa for a minimum period of 2 hours without showing evidence of leaks, deformation, sweating or other modes of failure; and
- c) The fittings have the same O.D. as asbestos cement pipes and may be joined to asbestos cement pipes using conventional A.C. couplings or cast iron clips. Prior to approving the use of polypropylene pipe fittings, the Engineer will require that the Contractor submits written confirmation from his proposed supplier that such materials conform with the above requirements.

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All 15mm, 22mm, 28mm, 54mm diameter plastic pipe and 100mm diameter polypropylene pipe shall be supplied by the Council. Notwithstanding the requirements of Clauses DB.6.2 and DB.8.3.3, all 15mm, 22mm, 28mm and 54mm diameter pipes shall be laid in trenches 300mm wide and 600mm deep measured from finished road or verge levels, whichever is applicable. Pipe bedding shall be Class C.

**PS.PF.3 HYDRANT ASSEMBLIES**

The position of all hydrant assemblies are shown on the drawing. The hydrant assembly details are shown on drawing 44606.sh4.

Separate items have been included in the Bill of Quantities for the collection from Springfield Water Store of materials and the installation thereof.

The hydrant assembly will include the hydrant valve, (supplied by the Council) but not the hydrant tee which will be measured separately. Payment for the collection from Springfield Water Store of the hydrant assembly materials shall include the following:

- i) Collection of all components as follows: valve, duckfoot bends, standard hydrants, flanged clips, clamps, triangular hydrant valve sheath, etc., Number 5 water valve cover and concrete spacer rings above the valve spindle. (Note: nuts, bolts washers and gaskets are excluded).
- ii) Delivery to site and storage as necessary.

Payment for the installation of each hydrant assembly shall include the following:

- a) Excavation, selecting or importing of backfill material, backfilling and compacting including additional compaction within road reserves;
- b) Preparation of trench bottom, supply, placing and compacting of bedding materials;
- c) Laying and jointing of all hydrants to final verge level, valves, specials and fittings necessary to make the hydrant assembly complete including anchor blocks behind the duckfoot bend as detailed;
- d) Application of Corrosion Protection to all cast iron fittings in accordance with Part PF;
- e) Installation of precast concrete spacer rings and No. 5 water valve cover over hydrant valve;
- f) Painting of standard hydrant and No. 5 cover with primer and two coats of an approved yellow enamel paint;
- g) Stencilling in black paint on the hydrant on the face opposite the hydrant valve and in characters not smaller than 80mm in height, the distance of the valve from the hydrant;
- h) Supply and installation of "Klinger" ring gaskets to hydrant points.



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C3. SCOPE OF WORKS

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The testing of the hydrant assemblies shall be conducted concurrent with the testing of the pipeline and the cost for testing the hydrant assemblies should therefore be included under the relevant item for testing of the pipeline.

**PS.PF.4 WATER CONNECTION PIPEWORK**

All connections to existing water meters shall be positioned directly opposite the meter.

**PS.PF.5 WATER FOR TESTING**

Water for testing shall be made available free of charge in the first instance but for the subsequent tests shall be charged to the Contractor's account.

A water connection will be provided by Authorities of Water for filling the pipeline for testing purposes.

The Contractor shall, at his own cost, provide a suitable means of conveying water from this connection to the mains to be tested, as well as a connection on the new pipeline in order that it may be filled.

This connection shall be capped or removed to the satisfaction of the Engineer upon completion of the hydraulic test. Payment of this shall be allowed for under the rates for the hydraulic testing of the pipeline.

**PS.PF.6 TESTING OF PIPELINE**

All A.C. /mPVC pipe shall be tested in accordance with Clause PF.7. All reticulation pipework laid shall be tested simultaneously. The Engineer's approval shall be obtained prior to the commencement of acceptance testing of any length of pipework.

Although the Contractor may elect to test shorter sections of the pipework for his own benefit, no such intermediate tests will replace the final acceptance test of the pipework, and all costs associated with such intermediate tests will be to the Contractor's account.

Connections from the new reticulation to existing shall be facilitated by end caps or spade-pieces at valves, as detailed on the construction drawings. When all roadworks and earthworks are complete, the temporary water connection shall be disconnected and the new reticulation shall be pressure tested for hand-over. The successful passing of this final test will indicate acceptance of the new pipework. The new reticulation will then be tied into the existing by the Council.

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The test pressure shall be 1200 kPa measured at the lowest point in the pipeline. Hydrant and water connection valves are to be left in the open position so that the hydrant and water connection assemblies are pressurised to the test pressure at the same time. (N.B. The cost of testing all hydrants and water connection pipework shall be included in the rate for hydraulic testing of pipeline and for payment purposes measurement will be based on the length of water reticulation pipework only, i.e. the lengths of the water connection pipework and hydrant will not be measured). The minimum duration of the test shall be 1 hour. During this time the pressure may be allowed to fall to a minimum of 1000 kPa, whereupon it must be immediately increased to 1200 kPa. A record is to be kept of the volume of water pumped into the pipeline in each instance.

The Contractor shall ensure that the test takes place during normal working hours i.e. from 07:30 to 17:00.

It will be necessary for the Contractor to install a cast iron saddle and ferrule at all high points in the watermain to facilitate the bleeding of air from the pipeline during filling. The ferrule is to be removed upon the successful completion of the hydraulic test and shall be replaced with a brass cap which can be screwed into the saddle.

An item has been included in the Bill of Quantities for this work.

**PS.PF.7     STERILISATION OF PIPELINE**

Notwithstanding the requirements of Clause PE.5.8, the sterilisation of the pipeline with Calcium Hypochlorite does not form part of this contract. However, the pipeline is still to be flushed in accordance with Clause PF.5.8.

**PS.PF.8     VALVE COVERS AND MARKER POSTS**

All valve covers shall be orientated so that they open in the direction of flow as shown on the standard drawing, and shall be painted yellow. A valve marker post shall be installed in the verge adjacent to each isolating valve in such a way that:

- a) it will not obstruct pedestrian traffic; and
- b) it will be clearly visible from the road.

Each marker post shall be primed and painted with 3 coats of an approved yellow enamel paint. On the surface of the marker post facing the gate valve the Contractor shall stencil the letter "V" and the distance in metres between the valve and the marker post. All markings shall be in black characters 80 mm high.

An item has been included in the Bill of Quantities for the supply, installation and painting of the valve marker posts.

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C3. SCOPE OF WORKS

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**PS.PF.9 TIE-IN TO EXISTING PIPEWORK**

As per Clause PS.S.X.

**PS.PF.8 AIR VALVE ASSEMBLIES**

Payment for the installation of the air valve assemblies shall be made as follows:

1. Type A2 (See Drawing No. 42008 sh 2)
  - a) The following points are noted:
    - i) All ball valves and wafer type butterfly and air valves will be supplied by the Council. The rate tendered shall include for collection of these items at the Springfield Municipal Stores and for installation thereof.
    - ii) Except as provided for above, all materials shall be supplied by the Contractor and included in the tendered rates.
    - iii) The rate tendered shall include for all welding, jointing, cutting of fittings to suit and for the full reinstatement of all linings and coatings as specified.
  - b) Separate items have been allowed in the Bill of Quantities for:
    - i) Fabrication of pipework items as detailed, including application of corrosion protection as specified
    - ii) Installation of the valves. The rate tendered is to include for:
      - a) Collection from the Council's Springfield stores and installation of all jointing materials
      - b) Collection from the Council's Springfield stores and installation of the valve.
      - c) Application of corrosion protection as specified.

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C3. SCOPE OF WORKS

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**PARTICULAR SPECIFICATION**

**4.1.4.2 BUILDING WORK SPECIFICATION**

**GENERAL**

The specification for the building work is to be read in conjunction with the relevant structural drawings and other drawings issued during construction.

**4.1.4.2.1 Application of Clauses (Clause A.2)**

The following clauses in the Model Preambles for Trades (2008 Edition) which document shall be considered as applying to the performance of the contract, are hereby varied or, extended. Where discrepancies occur between the abovementioned document and this particular specification, the particular specification shall take precedence.

**4.1.4.2.2 Trade Names**

Tenderers are advised that prices for articles describe by trade names or catalogues references must be based on the type and manufacture specified on the drawing or in particular specification. Where articles other than that of the manufacture specified are proposed or where articles are not specified by trade names, Tenderers must submit samples of all such articles for approval prior to submission of tenders. Failure to comply with this requirement will not relieve the Contractor of his responsibility to use material acceptable to the Project coordinator.

**4.1.4.2.3 Quality of Materials**

All material shall be submitted for approval before being brought on to site. Wherever the South African Bureau of Standards has prepared specifications for materials or products, such materials or products, whether so specified herein or not, are to be made and supplied to the Bureau.s specification, and further, where material or products are manufactured by Permit Holders of the SABS, such material or products must be supplied stamped with the SABS mark.

Should the Contractor wish to use materials or products of a person or firm who is a Permit Holder, when there are Permit holders for the particular material or products, the Contractor, at this own cost, must arrange with the SABS to do Acceptance Testing, and produce proof that he has done so, and no material or products will be accepted by the Project coordinator unless they have been passed by the SABS.

**4.1.5 PRECAST CONCRETE (CLAUSE E)**

**4.1.5.1 Winblok**

Provide precast concrete 600 x 600mm Winblok with aluminium opening sections, natural anodised, 25 micron.

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**4.1.6 MASONRY (CLAUSE F)**

**4.1.6.1 Cement Bricks (Clause F.4)**

All internal walls, sections of external walls and brick piers to be constructed using cement commons bricks in horizontal stretcher bond with all joints struck flush with the face of the brick. All exposed wall surfaces to be plastered and painted (specified elsewhere). Exterior walls to be red satin face brick.

**4.1.6.2 Brick Force (Clause F.7)**

All walls to have a continuous layer of galvanised brick force in every 4th course of brick work.

**4.1.7 CARPENTRY AND JOINERY (CLAUSE I).**

**4.1.7.1 Doors (Clause I.10)**

Internal doors are to be hollow core flush 44mm thick, size 813 x 2032mm high and panels with hardwood concealed edge strips and finished both sides with Masonite or similar approved mounted on meranti frame and painted white.

**4.1.8 IRONMONGERY (CLAUSE L)**

**4.1.8.1 Materials (Clause L.1)**

.Union. two lever mortice lock set with latch, two handles, fixing screws and keys in satin chrome finish.

**4.1.9 PLASTERING (CLAUSE O)**

**4.1.9.1 Screeds (Clause O.4)**

Screeds shall be composed of one part cement and four parts sand.

**4.1.9.2 Thickness of Plaster (Clause O.9)**

All plaster, other than skim plaster, shall be not less than 10mm and not more than 20mm thick.

**4.1.9.3 Plaster (Clause O.10)**

Internal and external plastering shall be one coat 5:1 cement plaster finished with a wood float for exterior walls and steel trowel for internal walls. All corners to have a rounded angle.

**4.1.10 PLUMBING AND DRAINAGE (CLAUSE Q)**

**4.1.10.1 Sanitary Fittings (Clause Q.20)**

4.1.10.2 Christy Single Skin hand basin by Atlas Plastics (Product Code 945AP) or similar approved with one tap hole.

4.1.10.3 Gemini P-Trap Pan complete with 9 litre cistern and seat by Atlas Plastics (Product Code 571AP) or similar approved.

4.1.10.4 Bowl urinal by Atlas Plastics (Product Code 507AP) or similar approved.

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4.1.10.5 Cobra Watertech 32 mm Chromium plated unslotted basin waste union plug and chain or similar approved.

4.1.10.6 Telescopic shower (1200mm x 1200mm) including side panel, toughened non-clear glass door (to Engineers approval), satin finish frame and floor tray installed complete with soap tray and associated plumbing.

4.1.10.7 Cobra Pillar Tap (Product Code 211-15) or similar approved.

4.1.10.8 Fire Hose Reels (Clause Q.22)

Fire hose reels shall be fitted with a 30m long hose of internal diameter not less than 19mm with a 4,8mm internal diameter chromium plated brass nozzle.

4.1.10.9 Fire Extinguishers (Clause Q.23)

All fire extinguishers shall be fully charged.

4.1.10.10 Tests (Clause Q.24)

Sewerage pipe lines, sanitary plumbing including fittings and hot and cold water supply and fires services shall be tested to the approval of the Principal Agent and Local Authority. The contractor shall provide all testing apparatus, material and labour required for the tests and inspections.

#### **4.1.11 GLAZING (CLAUSE R)**

4.1.11.1 Materials (Clause R.1)

All windows are to be glazed with 4 mm float glass unless otherwise stated.

4.1.11.2 Putty Etc (Clause R.2)

Putty shall be Type II for steel sashes. Back putty shall not exceed 3mm thick. Putty shall not be painted until it has formed a surface crust, and if the putty does not form a surface crust it shall be replaced.

#### **4.1.12 PAINTWORK (Clause S)**

4.1.12.1 Materials (Clause S.1)

External walls will be red satin facebrick. Internal walls to be painted with .Dekade Plaster Primer. and 2 coats of .Plascon Mozzel. or similar approved.

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**4.1.13 ELECTRICAL INSTALLATION FOR THE PROPOSED NEW ABLUTION FACILITIES**

**PROJECT SPECIFICATION**

1.1 GENERAL

1.1.1 The project specification must be read together with the drawing.

1.1.2 The work **covers** the complete supply, delivery, installation, testing and commissioning.

1.1.3 The Contractor shall provide all materials, equipment, labour and services necessary for the complete and efficient operation of the electrical installations in accordance with the intent of the specification.

1.1.4 The work shall be carried out strictly in accordance with:

- a) The Occupational Health and Safety Act and Regulations (Act no. 85 of 1993, as amended);
- b) The SANS code of Practice for Wiring of Premises, SANS 10142-1:2001 as amended;
- c) Any Municipal by-laws and regulations;

1.2 SCOPE OF WORK

1.2.1 The electrical subcontractor will be responsible for the supply, delivery, installation, testing, commissioning and handing over in proper working condition of the complete new electrical installation, as specified in the documents.

1.2.2 The electrical work includes, but is not restricted to the following:

- a) Supply, delivery, installation, connection and commissioning of all power, lighting and distribution cabling and conductors;
- b) Supply, delivery, installation and connection of all circuit wiring, cables and conductors;
- c) Supply and installation of distribution board;
- d) Testing, commissioning, handing over and submit compliance certificate for the complete reticulation network;
- e) The submission for approval to the Engineer, of a Safety and Health Management Plan as prescribed by the OSH Act 85 of 1993 as amended in 2003 and the implementation and maintenance of the Plan for the duration of the Contract.

1.2.2.1 LV Cables

The main LV reticulation cable shall be SANS approved PVC SWA ECC PVC Cu cables.

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1.2.2.2 LV Distribution Board

The new distribution board shall be located as indicated on the respective drawing. The LV busbars in the distribution board shall be rated to withstand the minimum fault level prescribed in the SANS specifications.

The Electrical contractor shall be responsible for the supply and installation of the LV Distribution Board and the associated equipment and switchgear.

All switchgear and copper in the LV distribution boards shall be treated internally with a silicone spray after all installations, testing and certification activities have been completed.

1.2.2.3 Cable Route

Cable route shall be determined on site and approved by the contractor.

1.3 POINT OF DELIVERY

The point of delivery shall be taken as the site and the Electrical Contractor shall arrange for storage in a safe place on the site. In every case the Electrical Contractor shall provide proof to the Engineer that the point and method of storage will satisfy his insurance. No claim for materials on site will be considered unless the materials can be positively identified, secured, and insured as being material and/or equipment belonging to the contract described in these documents.

1.4 "AS-BUILT" DRAWINGS

The purpose of these drawings is to update all information indicated thereon as and when any variations to the originals should occur. All updating of these drawings shall be done in red ink and shall be perfectly legible.

All relevant information regarding the installation will be clearly shown on these drawings.

1.5 SUPERVISORY STAFF AND IDENTIFICATION

All work done on site shall at all times be under the direct and full time supervision of a contracts manager who shall be a qualified installation electrician who will sign the certificate of compliance.

1.6 SETTING OUT OF WORKS

The Electrical Contractor shall be responsible for marking out and setting out of all equipment and plant.

The position of items of electrical equipment and plant indicated on the drawing are to be taken as approximate. The exact position for fixing shall be obtained by site measurements.

1.7 ARRANGEMENT OF CIRCUITS

The arrangement of the various circuits is indicated on the drawing, together with the required protection (switchgear), control and the type and number of wiring (conductor or cable) of each circuit.



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All protection shall be done with moulded case circuit breakers.

No mixing of different types, ratings and manufacture of switchgear shall be allowed.

The Electrical Contractor shall check and make sure that the conductors as given for the various circuits comply with the requirements of SANS 10142-1:2001.

The Electrical Contractor shall ensure that all circuits are connected such that the load is equally balanced over all three phases.

1.8 ISOLATORS, CIRCUIT BREAKERS AND EARTH LEAKAGE RELAYS

Isolating switches, circuit breakers and earth leakage relays shall comply with the relevant requirements and shall be of the CBI manufacture, or as may be specified elsewhere in these documents or shown on the drawings.

The let through current of isolating switches and the rupturing capacity of circuit breakers shall be not less than that specified on the respective distribution board diagrams.

1.9 TESTING OF INSTALLATION

All tests of insulation resistance, earth continuity, earth loop impedance, and earth electrode resistance shall be made in accordance with the requirements of the SANS 10142-1:2001 and the OHS Act Electrical Installation Regulations, as amended. A Certificate of Compliance by an accredited person shall be issued for each area/distribution board.

1.10 LOW VOLTAGE CABLE

1.10.1 General

Low voltage type and manufacture of the cable shall comply with the requirements of SANS 150 in all respects.

1.10.2 Earth Conductors

Where required and specified, separate bare stranded copper earth conductor shall be supplied, installed and connected together with each cable. Earthing shall comply with the requirements of SANS 10142-1:2001, as amended.

1.10.3 Cable Route

The cable route shall be determined on site by the contractor before installation commences.

1.11 DISTRIBUTION BOARDS AND METER PANELS

1.11.1 General

Distribution boards shall comply with the requirements of this specification or as shown on the drawing.

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C3. SCOPE OF WORKS

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1.11.2 Installation of Distribution Boards

The Distribution board shall be installed in the position as shown on the drawing. The Contractor shall ensure that the distribution board with the necessary conduits, sleeves, and channels as required are placed in position and mounted when required, and he shall ensure that all equipment is installed in the correct positions.

The mounting height of the distribution board, measured to the top of the edge of the board shall be 2 000 mm above finished floor level. The Contractor shall ensure that cable sleeves and provision for the entry of cables to the distribution board as shown on drawings are done properly and neatly.

1.11.3 Earthing

Earth system neutral and all non-current carrying metal parts of electrical equipment, conduit, cable racks, etc must be earthed as specified.

Earth metal parts of distribution boards, switch boxes, conduit, wash-hand basins, working surfaces, cable armouring and electrical equipment must be earthed as specified.

The above mentioned work shall be conducted by a specialist in this field and which are SANS approved to conduct this type of work. It is the responsibility of the specialist to prepare design drawings and to submit this to the Engineer prior commencing with the earthing installation.

1.11.4 Labels

All distribution and meter boards shall be marked as follows:

- a) Name of distribution board, ex. "DISTRIBUTION BOARD DB-A";
- b) Origin of supply and size of all cables, ex. "Supply from main DB - 50 mm<sup>2</sup> x 4 c PVC SWA PVC and 70 mm<sup>2</sup> ECC";
- c) All circuit breakers shall have its current rating clearly indicated on the handle, or on the panel adjacent to the switchgear;
- d) All circuit breakers shall be properly labelled as to its service, as indicated on the drawings.

All other labelling requirements of the latest edition of the SANS 10142-1 including cascading labels shall be adhered to.

1.12 EARTHING SYSTEM

All luminaires shall be earthed to an earth conductor.

A specialist lightning and earthing protection contractor will be appointed by the electrical contractor.

1.13 CONDUIT AND FITTINGS

1.13.1 Flush in Walls, Floors and Concealed In Roof Spaces

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C3. SCOPE OF WORKS

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Conduit shall be non-metallic conduit and accessories. The ends of the spare conduits shall be properly closed with suitable and acceptable closing plugs. No paper, timber or similar plugs will be accepted.

All conduit shall be concealed by laying in concrete, chasing in walls or running in ceiling/roof spaces. All chase work and making good thereof shall form part of this contract.

1.14 SWITCHED SOCKET OUTLETS

Switched socket outlets shall be 16A 3 round pin in the positions as shown on the drawing and will be of the Crabtree range or approved equivalent, 300mm AFFL.

1.15 LIGHT SWITCHES

Switches shall comply with the requirements of this document and shall have a rating of not less than 16 A and shall be suitable to break the load which is typical of fluorescent tube luminaires. Light switches shall be of the Crabtree range or approved equivalent, 1400mm AFFL and 1000mm AFFL in the paraplegic toilet.

1.16 POWER POINTS

1.16.1 Hot Water Cylinders and Geysers

The connection shall terminate in a suitably rated double pole isolator, mounted within 1m from the heater terminals in an approved isolator box. The isolator box shall be flush for wall mounted water heaters and surface mounted for roof space mounted water heaters.

All final connections shall comply with SANS 10142-1 and SANS 168.

The final HWC position shall be determined on site by the builder.

The electrical supply shall be provided via a flush wall-mounted combination 20A double pole isolator and chord outlet unit adjacent to the HWC, with 4mm<sup>2</sup> PVC insulated copper conductors to the HWC element terminals complete with all poly-glands, etc.

1.17 LUMINAIRES

1.17.1 General

Luminaires which comply with the requirements shall be supplied and installed in accordance with this document and/or drawing. The tender rates shall be for the type specified and if alternatives are offered it shall be under a covering letter submitted separately with the tender documents.

1.17.2 Lamps

All luminaires shall be supplied complete with lamps and shall bear the SANS mark.

1.17.3 SANS Specification

Luminaires shall comply with the relevant SANS specification where such specification exists and shall carry the SANS mark of approval

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C3. SCOPE OF WORKS

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1.17.4 Photo-Electric Daylight Sensitive Switch

All external lighting shall be controlled by a photo-electric cell and be positioned so that the extraneous light shall not affect its operation.

A unit shall comprise of a photocell, thermal actuator and change-over switch, rated at not less than 10A. The cover shall have good weatherproofing properties, shall be ultra violet resistant and shall not deteriorate when exposed to sunlight for prolonged periods. Switch contacts shall be silver-plated and shall be capable of breaking the load associated with fluorescent lamp luminaires. Contact rating shall be not less than 10A.

1.18 TESTING AND OPERATIONAL INSPECTION PROCEDURE

The Contractor shall have the complete installation tested and approved by the Local Authorities where applicable.

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C3. SCOPE OF WORKS

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**C5: PARTICULAR SPECIFICATION: PES -ENVIRONMENTAL SPECIFICATION**  
**PS EMP1 ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Specification and extracts from the Environmental Management Plan compiled by the Environmental Assessment Practitioner follows in this section. The contractor will be required to adhere to this Specification in all respects. Bill items have been included in the schedule of quantities for compliance with environmental requiremen

## C5.2 HEALTH AND SAFETY SPECIFICATION

[illegible]

PREPARED BY	REVIEWED BY	APPROVED BY	CLIENT REPRESENTATIVE
	SITE AGENT	CONTRACTS MANAGER	PROJECT ENGINEER

C5. PARTICULAR SPECIFICATION

<b>Section</b>	<b>SUMMARY OF CONTENTS</b>	<b>Title</b>
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2		Reference Documents
3		Definitions
4		Responsibilities
5		Objectives and Targets
6		Planning and procedures
7		Implementation of the Occupational Health and Safety Specification
8		Application of the Health and Safety Specification
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	8.11	Personal Protective Equipment and Clothing
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9		Health and Safety in Practice
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	9.4	Stacking of materials and housekeeping
	9.5	Hazardous Chemical Substances
	9.6	Asbestos
	9.7	Plant and Machinery

<b>ANNEXURES</b>
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A	Health and Safety Policy
B	Hazardous Task Identification
C	Risk Assessment
D	Induction
E	Toolbox talk
F	Audit Schedule

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C5. PARTICULAR SPECIFICATION

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**1 Introduction**

Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

**2 Reference Documents**

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

**3 Definitions**

**The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:**

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

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

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer and/or client.



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The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. **(OHSA)**

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses The COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

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**4 Responsibilities**

**4.1 Notification of Intention to Commence Construction Work**

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

**4.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

*The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHSA** and Client specifications.*

*The above shall also be imposed upon all subcontractors.*

**4.3 Safety Officer Appointment**

*A part-time Health and Safety consultant shall be appointed upon commencement of the project.*

*The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.*

**4.4 Risk Assessment Competent Person**

*The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined.  
(Annexure E)*

**4.5 Competency for Contractor's Responsible Persons**

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

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#### **4.6 Health and Safety Representatives**

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

### **5 Objectives and targets**

- Compliance with the COMPANY Health and Safety Policy.
- Everyone is responsible for organising accident prevention at his or her own level on site.
- Safety training is important.
- Prevention.
- Working safely ensures your job.
- The COMPANY management commits itself to the objectives and targets.
- Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
- 90% compliance on monthly Health and Safety Audits.
- Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
- Compliance with the Client's Safety Specification for Construction.

### **6 Planning and Procedures**

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

- Administration
- Appointments
- Safety Committees
- Registers, checklists and permits
- Incident Management
- Emergency Planning
- Contractors
- Risk Assessments
- Audits
- Hazardous substance control
- Training
- Mining Requirements
- Roads Requirements
- Planning

### **7 Implementation of the Occupational Health and Safety Specification**

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

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**8 Application of the Health and Safety Specification**

**8.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

**8.2 Occupational Health and Safety Policy**

The COMPANY Health and Safety Policy is attached for reference purposes.  
**(Annexure A)**

**8.3 Hazard Identification Risk Assessment**

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will be conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

**8.4 Health and Safety Committee**

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

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The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

### **8.5 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

#### **8.5.1 Induction Training**

Induction training shall be attended with the Client as well as The COMPANY. Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes.  
**(Annexure E)**

#### **8.5.2 Awareness Training**

Weekly awareness training shall be conducted using the COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors.  
**(Annexure F)**

#### **8.5.3 Competency**

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

#### **8.5.4 First Aid and Health & Safety Representative Training**

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

### **8.6 General Record Keeping**

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

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**8.6.1 Statistics**

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, **Disabling Lost Time Incidents**), **training etc. referred to above are kept on site**. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate)  $\frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate)  $\frac{\text{Days Lost} \times 1\,000}{\text{Man-hours}}$

**8.6.2 General Inspection, Monitoring and Reporting**

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

**8.6.3 Internal Audits**

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant, shall be conducted on the audit schedule attached as per **Annexure G**.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

**8.7 Incentives**

No incentive scheme is being identified unless required by the client.

**8.8 Penalties**

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

**8.9 Emergency Procedures**

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

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**8.9.1 First Aid Box and Contents**

The Site Agent shall ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

**Accident and Incident Reporting and Investigation**

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

**8.10 Hazards and Potentially Hazardous Situations**

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

**8.11 Personal Protective Equipment and Clothing**

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided. Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

**8.12 Safety Signage**

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

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The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

**8.13 Permits**

- The COMPANY shall ensure that access to site works is restricted to construction personnel.
- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

**8.14 Contractors and Suppliers**

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

**9 Health and Safety in Practice**

**9.1 Excavations**

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- (a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
- (b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- (c) The safe working procedure shall be communicated to all employees who may be effected by the work; and
- (d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- (e) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- (f) Material excavated shall be removed from the point of excavation.
- (g) Ensure stability of adjoining structures.

**9.2 Demolition**

No demolition work is being envisaged on this project.



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### **9.3 Explosives and Blasting**

No blasting activities are envisaged on this project.

### **9.4 Stacking of Materials and Housekeeping**

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

### **Hazardous Chemical Substances**

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

#### **9.4.1 Fuel / Diesel**

- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

### **9.5 Asbestos**

No asbestos is to be used on this Project.

### **9.6 Plant and Machinery**

#### **9.6.1 Construction Plant**

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.

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- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

**Transport of Personnel**

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

**9.6.2 Vessels under Pressure (VuP) or Gas Bottles**

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

**9.6.3 Fire Equipment**

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

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#### **9.6.4 Hired Plant and Machinery**

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

#### **9.6.5 Scaffolding / Working at heights / Fall Protection**

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

#### **9.6.6 Falsework / Formwork for Structures**

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

#### **9.6.7 Lifting Machinery and Tackle**

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksmen who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

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**9.6.8 Ladders and Ladder Work**

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

**9.6.9 General Machinery**

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

**9.6.10 Lighting and Power**

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

**9.6.11 Portable Electrical Tools / Explosive Power Tools**

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

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**9.6.12 Public Health and Safety**

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

**9.6.13 Night Work**

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

**9.6.14 Facilities for Safe Keeping / eating areas**

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:


- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

C5. PARTICULAR SPECIFICATION

HAZARDOUS TASK IDENTIFICATION (HTI)													
Ser no:	INFORMATION REQUIRED	DETAILS								SIGNATURE		Key Table	
1	Name of contract:											0=	NONE
2	Date prepared:											1=	LOW
3	Prepared by:											2=	MEDIUM
4	Name of person approving:											3=	HIGH
Risk Assessment (RA) Code	LIST OF ALL STANDARD TASKS	What is the future potential that this task can cause further....								Total Score	Rating	Doc Required	
		Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage	Fire	Has the task caused previous injury / loss?				
RA-1	Site clearing - manual labour & small tools	1	1	1	1	1	1	1	0	7	LOW RISK	MST	
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST	
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST	
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST	
RA-5	Excavations - using manual labour									0	LOW RISK	MST	
RA-6	Excavations using motorised plan									0	LOW RISK	MST	
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST	
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST	
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST	
RA-10	Batching plants - general working and operation									0	LOW RISK	MST	
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST	
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST	
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST	
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST	
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST	
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST	
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST	
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST	
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST	
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST	
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST	
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST	
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST	
RA-24	Formwork - work on support decks									0	LOW RISK	MST	
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST	
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST	
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST	
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST	
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST	
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST	
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST	
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST	
RA-33	Trades - Brickwork operations									0	LOW RISK	MST	
RA-34	Trades - Plastering operations									0	LOW RISK	MST	
RA-35	Trades - Painting operations									0	LOW RISK	MST	
RA-36	Trades - Ceiling operations									0	LOW RISK	MST	
RA-37	Trades - Roofing installations									0	LOW RISK	MST	
RA-38	Trades - glazing installations									0	LOW RISK	MST	
RA-39	Trades - Tiling operations									0	LOW RISK	MST	
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST	
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST	
RA-42	Trades - Steel erection									0	LOW RISK	MST	
RA-43	Trades - plumbing									0	LOW RISK	MST	



C5. PARTICULAR SPECIFICATION

ANNEXURE C (Risk Assessment)

RISK ASSESSMENT											
TASK / ACTIVITY NAME:										AREA:	
Ser No.	Task Steps	Risks identified	A	B	C	D	Rating	SWP Required	Immediate Action Required	Safe Working Procedure	
			Probability	Severity	Frequency	Risk Score					
1			4	4	6	14	HIGH RISK	✓			
2			6	6	6	18	HIGH RISK	✓			
3			4	4	6	14	HIGH RISK	✓			
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
Methods Used to Minimise Risk			Most Critical Hazards				Control Methods			RA Committee	
Engineering Risk Out	<input type="checkbox"/>	Fatigue	<input type="checkbox"/>	PPE Selection	<input type="checkbox"/>	Codes of Practice	<input type="checkbox"/>	Name:	Sign:		
Use of Specialized PPE	<input type="checkbox"/>	Speed	<input type="checkbox"/>	PPE Issue Records	<input type="checkbox"/>	Supervisory Controls	<input type="checkbox"/>				
Introduce Specialized Controls	<input type="checkbox"/>	Engine Failure	<input type="checkbox"/>	Signs at Area of Use	<input type="checkbox"/>	Training of Personnel	<input type="checkbox"/>				
Training	<input type="checkbox"/>		<input type="checkbox"/>	Safety Talks	<input type="checkbox"/>	Training Records	<input type="checkbox"/>				
	<input type="checkbox"/>		<input type="checkbox"/>	Safe Work Procedures	<input type="checkbox"/>		<input type="checkbox"/>	Approved:	Sign:		
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				

A		B		C		D	
Probability an accident may occur		Severity		Hazard Frequency		Risk Score / Criticality	
6	Inevitable	6	Fatal and Permanent Dis	6	Arises every shift	14 to 18	High Risk
4	Probable	4	DLTI (50 000 - 499 999)	4	Arises every week	8 to 13	Medium Risk
2	Highly improbable	2	Medical Case (10 000 - 49	2	Arises every month	0 to 7	Low risk
0	No injury / loss	0	First Aid Case	0	Arises every year		


		Severity					
		6	4	2	0		
Probability	6	18	16	14	12	6	Frequency
	4	16	12	10	8	4	
	2	10	8	6	4	2	
	0	6	4	2	0	0	

## ANNEXURE F (Audit Schedule)

C.138



C5. PARTICULAR SPECIFICATION

SAFETY INDUCTION		
<b>OHS Act 85 of 1993 Sections 8 &amp; 14</b>		
<b>Requirements:</b>  Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		
ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issuing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		
<i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i>		
<b><u>INDUCTION OFFICER / TRAINER</u></b>		
Signature	Designation	Date
<b><u>ACCEPTANCE</u></b>		
I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.		
Signature	Designation	Date
		

C5. PARTICULAR SPECIFICATION

**MEASUREMENT AND PAYMENT**

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

In Bidding rates for the three items the Contractor shall ensure that the sum of the amounts for the two items shall not be less than one percent (1%) of the Bid Amount.

<u>Item</u>		<u>Unit</u>
AH.14.1	<b>Prepare of risk assessment, safe work procedures, the project H &amp; S file, plan, the provision of PPE and protection clothing and any other H &amp; s matters that the contractor deems necessary</b>	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors
- (c) The Client has approved the Contractors Health and Safety plan
- (d) The Contractor has set up his/her Health and Safety file

<u>Item</u>		<u>Unit</u>
AH.14.2	<b>Full compliance with all H &amp; S matters during the construction of the works under the contract</b>	Lump Sum

Payment shall be effected as follows only after payment for Item AH.14.1 has been made.

Payment of incremental amounts (calculated by the division of the remainder of the Tendered sum by the number of months remaining for completion of the works will be authorised in each of the subsequent progress certificates until the Tendered sum has been paid.

C5. PARTICULAR SPECIFICATION

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**SCHEDULE A**

**NOTIFICATION OF CONSTRUCTION WORK**  
**Regulation 4 of the Construction Regulations, 2014**

1. (a) Name and postal address of principal Contractor:

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

- (b) Name and telephone number of principal Contractor's contact person:

.....  
.....

2. Principal Contractor's compensation registration number:

.....

3. (a) Name and postal address of Client:

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

- (b) Name and telephone number of Client's contact person or agent:

.....  
.....

4. (a) Name and postal address of designer(s) for the project:

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

- (b) Name and telephone number of designer's contact person:

.....  
.....

C5. PARTICULAR SPECIFICATION

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5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 8 (1):

.....  
.....

6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8 (2):

.....

7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:

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

9. Expected commencement date: .....

.....

10. Expected completion date:

.....

11. Estimated maximum number of persons on the construction site:

Total: ..... Male: ..... Female: .....

12. Planned number of Contractors on the construction site accountable to principal Contractor:

.....

13. Name(s) of Contractors already selected:

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

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C5. PARTICULAR SPECIFICATION

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.....  
*Principal Contractor*

.....  
*Date*

.....  
*Client's Agent (where applicable)*

.....  
*Date*

.....  
*Client*

.....  
*Date*

- *This document is to be forwarded to the Office of the Department of Labour **prior to commencement of work** on site.*

C5. PARTICULAR SPECIFICATION

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**SCHEDULE B**

**FORM OHS1: OCCUPATIONAL HEALTH AND SAFETY**

**1. HEALTH AND SAFETY POLICY**

- (a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes ☐ No ☐
- (b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

**2. HEALTH AND SAFETY ADVICE**

Do you

- (a) Employ a full time health and safety advisor? Yes ☐ No ☐
- (b) Use the services of a health and safety consultant? Yes ☐ No ☐
- (c) Have access to the services of a health and safety group? Yes ☐ No ☐

**3. ACCIDENT AND INCIDENT STATISTICS**

- (a) Have any dangerous occurrences been reported within the last three years? Yes ☐ No ☐  
If Yes, please give brief details:
- (b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes ☐ No ☐  
If Yes, please give brief details:

**BIDDER:** .....

C5. PARTICULAR SPECIFICATION

**SCHEDULE C**

**FORM OHS2: OCCUPATIONAL HEALTH AND SAFETY :  
STATEMENT BY CONTRACTOR**

I, ..... duly authorised to represent

.....  
(company name)

in my capacity as .....  
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons  
who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of  
1993 (as amended) and all regulations promulgated from time to time, whilst performing work on ....  
.....

.....

.....

.....

I confirm that all employees who perform work on the site shall be properly trained to do this in a  
manner which is safe and without risk to health and safety to themselves and others in the vicinity and  
undertake to have our activities adequately supervised in the interest of health and safety.

**BIDDER:** .....

C5. PARTICULAR SPECIFICATION

**SCHEDULE D**  
**RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor



C5: PARTICULAR SPECIFICATIONS

**SCHEDULE E**

**OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COLD Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	H&S Specification received from Client OH&S plan developed: Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	

C5: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use	

C5: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2
		<ul style="list-style-type: none"> <li>- daily prior to use. Inspection register kept</li> <li>The following tests to be conducted by a competent person:               <ul style="list-style-type: none"> <li>- load test of whole installation and working parts every 12 months</li> <li>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept</li> </ul> </li> <li>Employees working on Susp.Scaffold medically examined for physical &amp; psychological fitness.</li> <li>Written proof available</li> </ul>	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> Method statement developed where explosives will be/ are used	
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse-e carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	

C5: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Store man. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps- a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	

C5: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practised - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <i>register</i> . Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PS-E)	PS-E Risk Assessment carried out Items of PS-E prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PS-E	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	

C5: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety Regulation 13B	Ramps-	Competent person appointed in writing to Supervise the erection & inspection of Ramps-. Inspection register kept	

### **C5. 3 PREFERENTIAL PROCUREMENT SPECIFICATION**

#### **PARTICIPATION AND CONDITIONS PERTAINING TO TARGETED PROCUREMENT AND BLACK ECONOMIC EMPOWERMENT**

The UBUHLEBEZWE Local Municipality has committed itself to the following with respect to all procurement dealings:

***The UBUHLEBEZWE LOCAL MUNICIPALITY's Supply Chain Management Policy in terms of section 111 of the Local Government Municipality Finance Management Act (Act No. 56 of 2003)***

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C5: PARTICULAR SPECIFICATIONS

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**C.5.4 ENVIRONMENTAL MANAGEMENT PLAN**

*[This document is available at the Engineer's office upon request]*



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C6: SITE INFORMATION

---

**C6: SITE INFORMATION**

**C6.1: CONDITIONS ON SITE**

**C4.1 Nature of Ground**

The Bidder will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Bidder wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Bidder shall indemnify the Municipality against the cost of repairing any underground services damaged by the Bidder or his agents, while carrying out such excavations.

**C4.2 Spoil Material**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

**C4.3 Finishing – off the Site**

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

**C4.4 Existing Services**

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

**C4.5 Proving of Underground Services**

It is stressed that all services in a particular area must be proven before commencing work in that area. Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

C6: SITE INFORMATION

---

**C6.2 LOCALITY PLAN**



C6: SITE INFORMATION

**C6.3 CONTRACT NOTICE BOARD**



NOTE:

The exact wording must be approved by the Engineer before ordering the contract name board

SPECIFICATION

1. The board must comply with the diagram above
2. The board must be made of minimum 0,6mm thick diameter chromadeck sheet (or similar approved)
3. The board must be mounted on a steel frame and must be cross braced at the back to prevent it from deforming
4. The board must be erected with atleast two firmly planted poles
5. The board must be erected with a minimum ground level clearance of 1800mm

APPROVAL STATUS

-----  
NAME      CAPACITY      SIGNATURE      DATE

---

C7: ANNEXURES

---

## **C7 ANNEXURES**

### **C7.1 DRAWINGS**

The drawings issued to Bids as part of the Bid documents must be regarded as provisional and preliminary for the Bidder's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

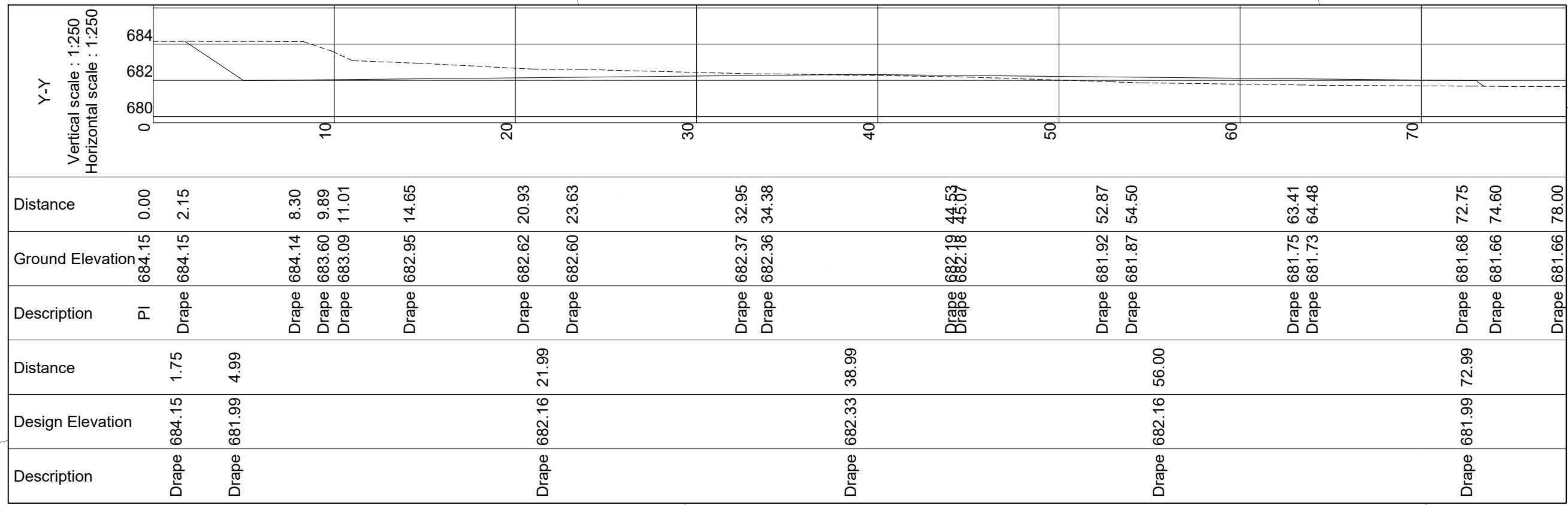
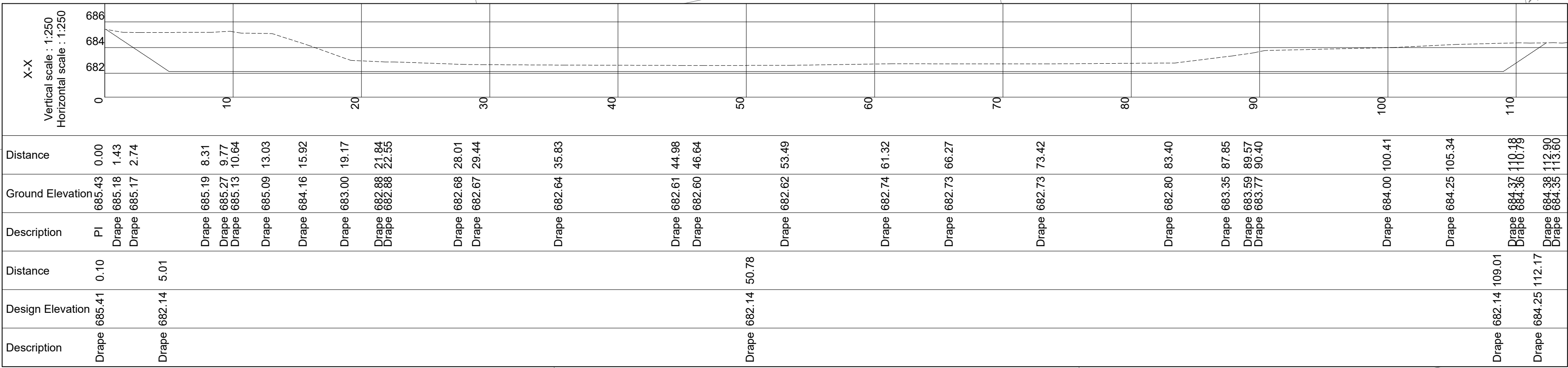
#### **LIST OF DRAWINGS:**

<b><u>Plan no</u></b>	<b><u>Description</u></b>
101	LAYOUT PLAN
102	CHANGE ROOMS
103	COMBO COURTS
104	SEPTIC TANK
105	FRENCH DRAINS
106	ABLUTIONS
107	TANK STAND
108	GRAND STANDS







[illegible]

CONSULTANT:


**Vumesa (Pty) Ltd**



**VUMESA®**

Office 1B Deodant Building  
10 Payne Street  
Pinetown  
3610  
Tel : 031 701 1038  
Fax : 031 701 0963  
e-mail: [info@vumesa.co.za](mailto:info@vumesa.co.za)

CLIENT: **Ubuhlebezwe Local Municipality**

 29 Margaret Street  
PO Box 132  
Ixopo,  
3276  
Tel : (039) 834 7700  
Fax: (039) 834 1168  
e-mail: [mm@ubuhlebezwe.gov.za](mailto:mm@ubuhlebezwe.gov.za)

PROJECT NAME:

CONSTRUCTION OF SANGCWABA  
SPORTS FIELD

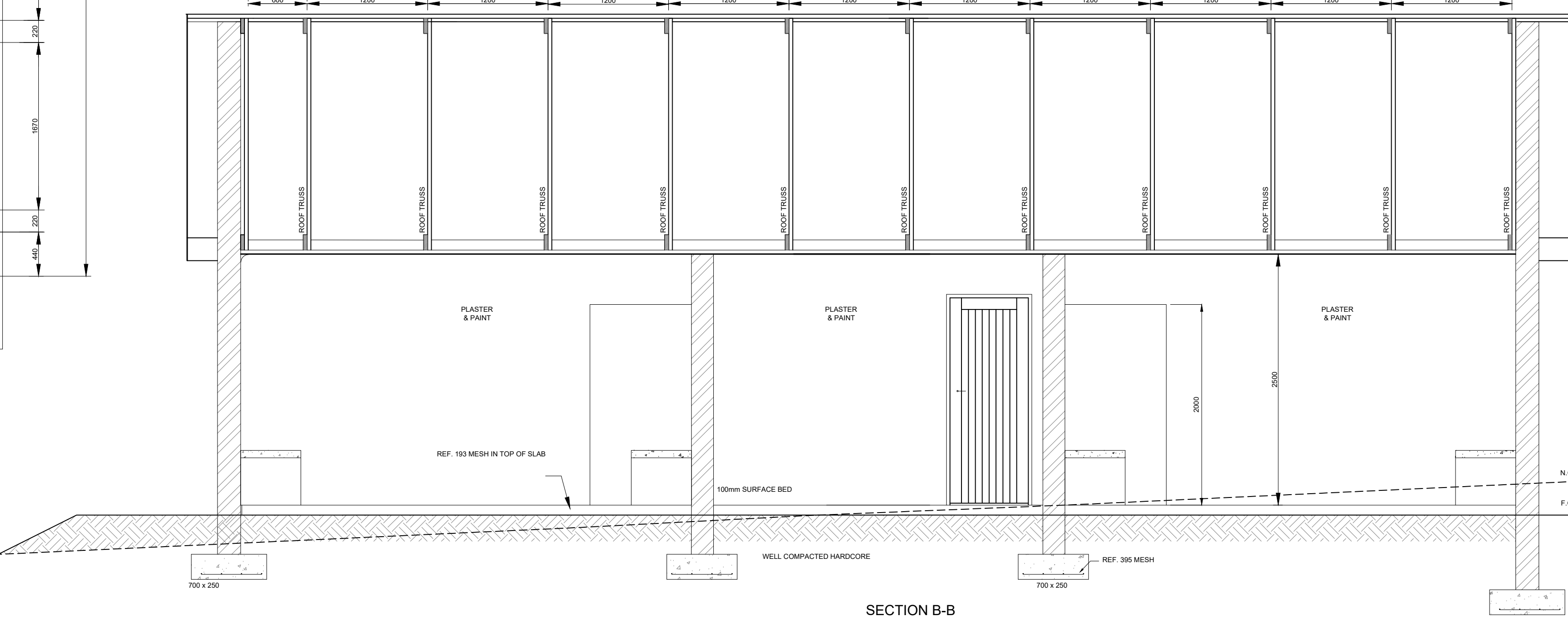
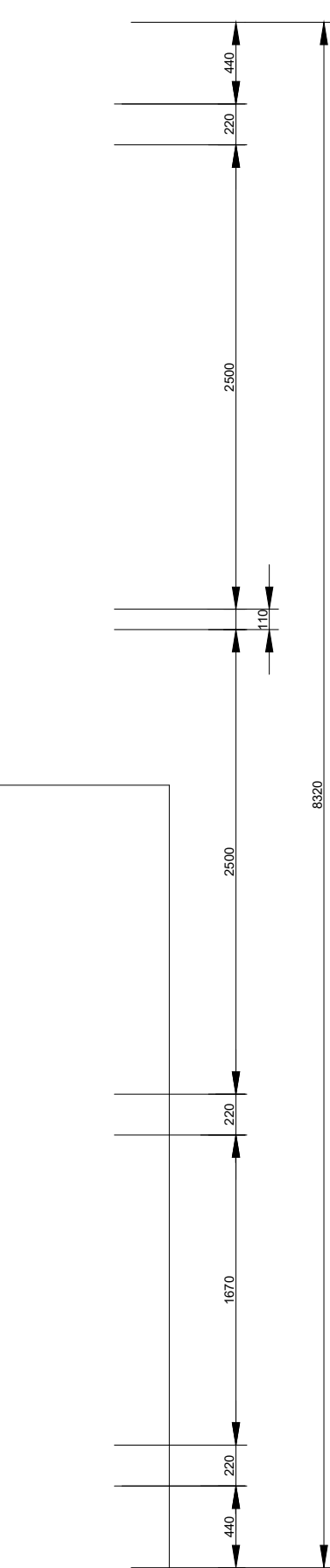
DRAWING TITLE:

EARTHWORKS LAYOUT

		SIGNATURE	DATE
DESIGNED	B. NTOMBELA		
DRAWN	B. NTOMBELA		
CHECKED	N. MYEZA		
APPROVED	A. M. NDLOVU		
SCALE	1:250		

APPROVED				
SIGNATURE			DATE	
PROJECT No.	DRG. NUMBER	STAGE	SHEET SIZE	REVISION
UBU-B-01/08/2020	101	TENDER DRAWING	A0	0
COPYRIGHT RESERVED				



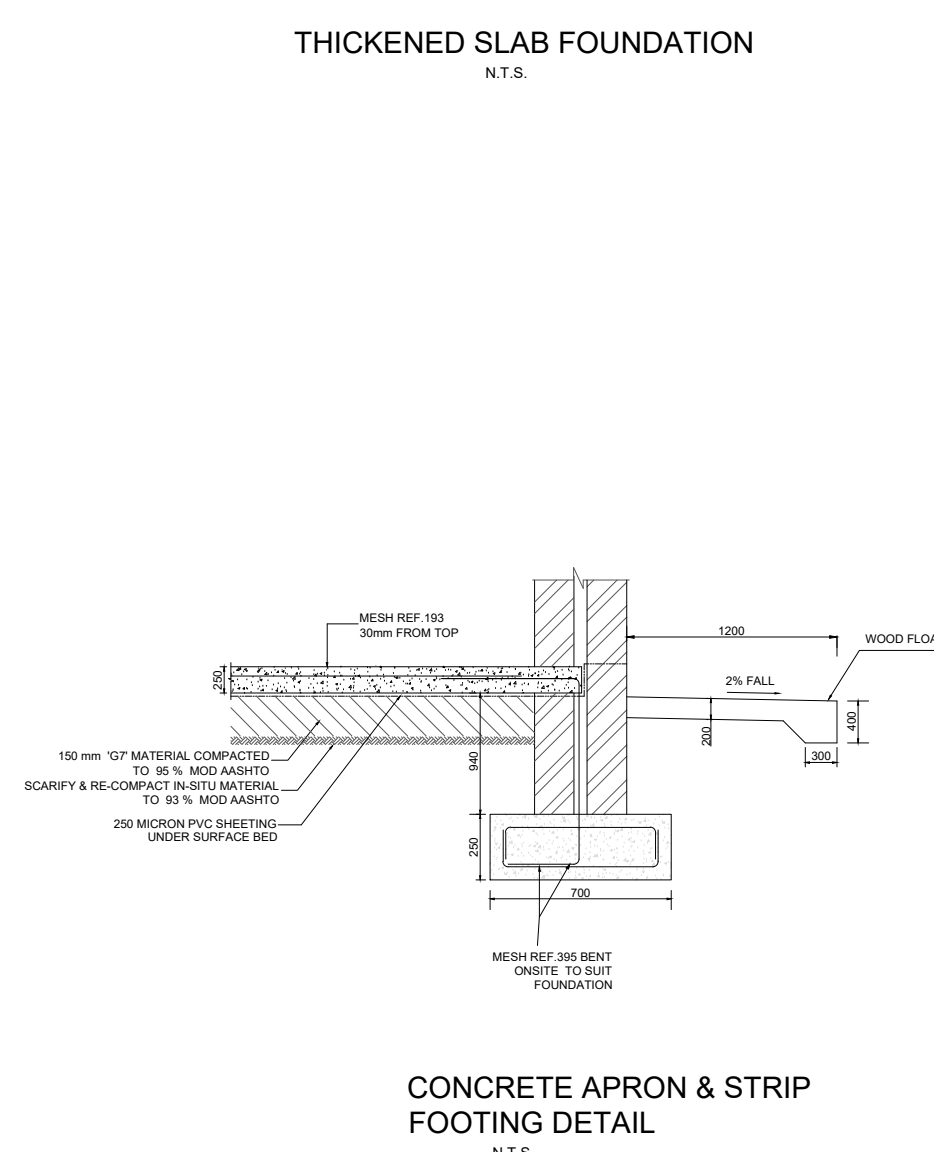
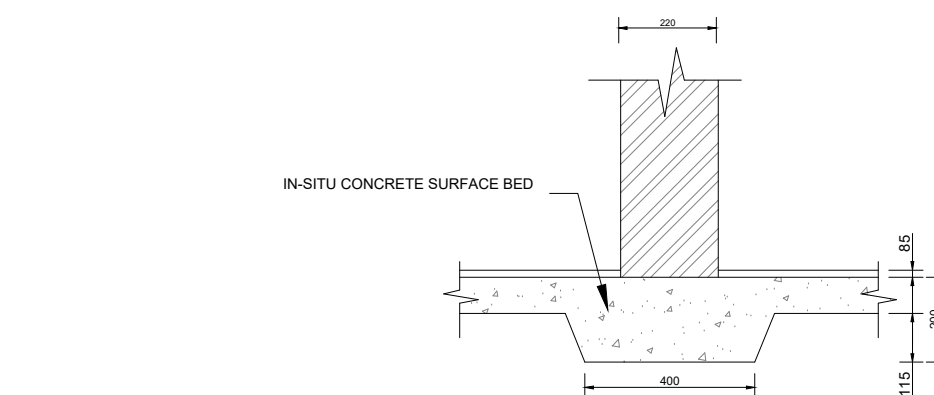


02 R8 - 200

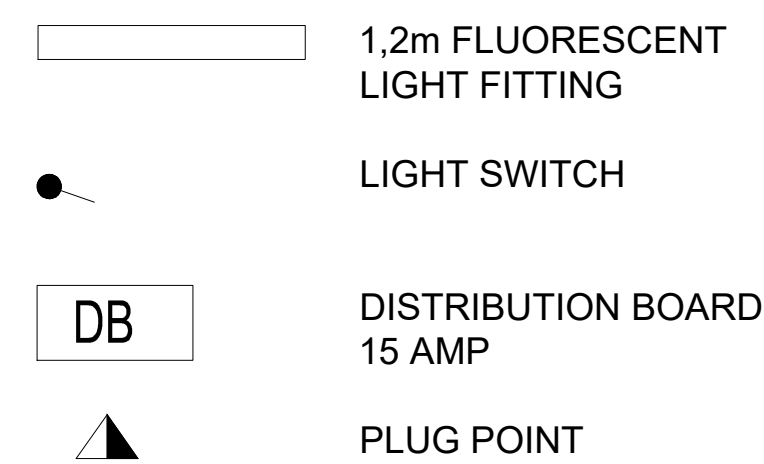
20mm CHAMFER


6.120.130

TYPICAL REINFORCEMENT OF SEATING



### ELECTRICAL LEGEND

[illegible]

CONSULTANT:	<p><b>Vumesa (Pty) Ltd</b></p>  <p><b>VUMESA</b></p>	<p>Office 1B Deodant Building 10 Payne Street Pinetown 3610 Tel : 031 701 1038 Fax : 031 701 0963 e-mail: <a href="mailto:info@vumesa.co.za">info@vumesa.co.za</a></p>
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Ixopo  
3276  
TEL : (039) 834 7700  
FAX : (039) 834 1168  
e-mail: [mm@ubuhlebezwe.gov.za](mailto:mm@ubuhlebezwe.gov.za)

PROJECT NAME:

CONSTRUCTION OF SANGCWABA  
SPORTS FIELD

DRAWING TITLE:

CHANGE ROOMS, OFFICE, TUCK SHOP  
FLOOR PLAN , FOUNDATIONS AND  
DETAILS

		SIGNATURE	DATE
DESIGNED	S. M. DLOMO		
DRAWN	S. M. DLOMO		
CHECKED	N. M. MYEZA		
APPROVED	A. M. NDLOVU		
SCALE	AS SHOWN		



APPROVED				
SIGNATURE			DATE	
PROJECT No.	DRG. NUMBER	STAGE	SHEET SIZE	REVISION
UBU-B-01/08/2020	102	TENDER DRAWING	A0	0
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Read this drawing in conjunction with dwg. 101  
All work to be in terms of the latest applicable SABS 1200 specifications.  
The contractor to verify all levels and setting out points co-ordinates prior to commencement of the works.  
All dimensions to be checked and any discrepancies to be reported to the Engineer.  
Cover to reinforcement:  
Strip footings: 50mm  
Concrete strength: 20mpa  
Concrete strength: 20mpa.  
Backfill under floor with approved quality gravel in max thickness of 50mm in 100mm layers.  
Top layer compacted to 93% of Mod AASHTO density.  
Top layer compacted to 95% of Mod AASHTO density.  
All brickwork to have a minimum characteristic crushing strength of 14mpa.  
All exposed concrete edges to have a 25mm chamfer.  
All SA pipe to be grade S 5.  
Light switches for ablation block located on Security house d.b.

**ELECTRICAL LEGEND**

	1,2m FLUORESCENT LIGHT FITTING
	LIGHT SWITCH

[illegible]

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Fax: (039) 834 1168  
e-mail: [mm@ubuhlebezwe.gov.za](mailto:mm@ubuhlebezwe.gov.za)

PROJECT NAME:

## CONSTRUCTION OF SANGCWABA SPORTS FIELD

DRAWING TITLE:

ABLUTION BLOCK

		SIGNATURE	DATE
DESIGNED	S. M. DLOMO		
DRAWN	S. M. DLOMO		
CHECKED	N. M. MYEZA		
APPROVED	A. M. NDLOVU		
SCALE	AS SHOWN		

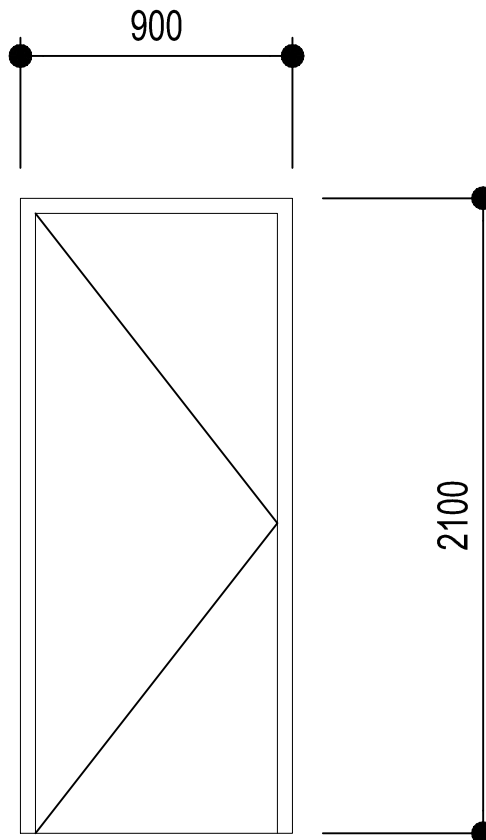
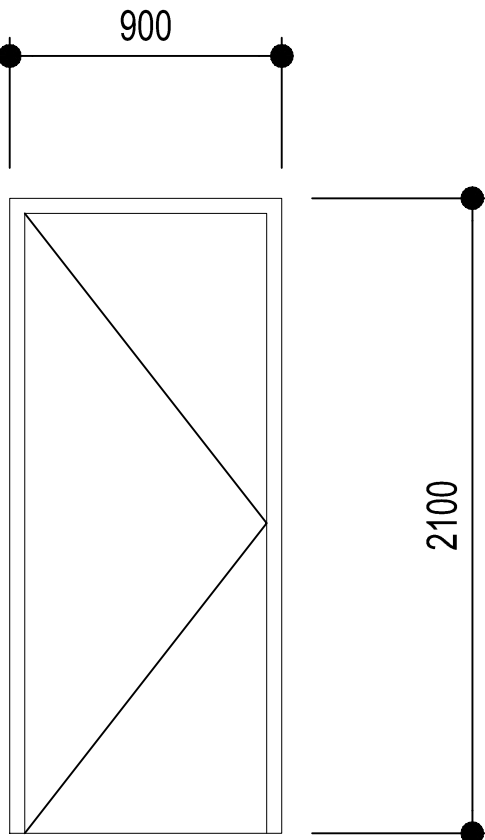
APPROVED

SIGNATURE		DATE		
PROJECT No.	DRG. NUMBER	STAGE	SHEET SIZE	REVISION
UBU-B-01/08/2020	103	TENDER DRAWING	A0	0

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## SCHEDULE FOR CHANGE ROOMS

DOOR LIST		
PLATFORM REF ID	D1	D2
ELEVATION VIEW		
QUANTITY	1 INTERNAL DOOR	3 EXTERNAL DOORS
W X H SIZE	900 X 2100	900 X 2100
DOOR DESCRIPTION	WROT MERANTI	WROT MERANTI
FRAME DESCRIPTION	WROT MERANTI	GALVANISED STEEL FRAME
LOCATIONS	REFER TO PLAN	REFER TO PLAN

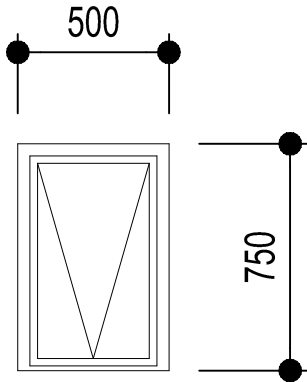
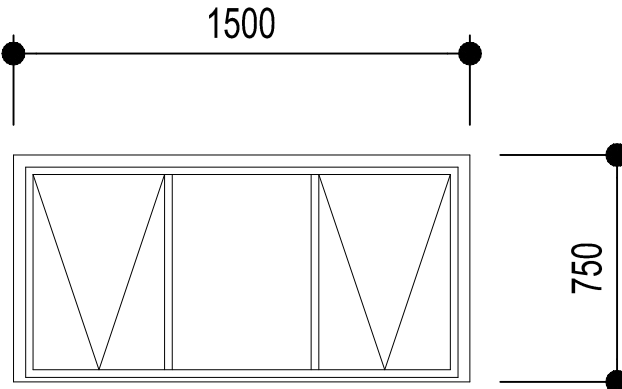
DOOR SCHEDULE  
N.T.S

## SCHEDULE FOR ABLUTIONS

DOOR LIST		
PLATFORM REF ID	D1	D2
ELEVATION VIEW		
QUANTITY	8	2
W X H SIZE	900 X 2100	1200 X 2100
DOOR DESCRIPTION	SILIGNA BATTEN GOOR	SILIGNA BATTEN GOOR
FRAME DESCRIPTION	PRESSED METAL FRAME	PRESSED METAL FRAME
LOCATIONS	REFER TO PLAN	REFER TO PLAN

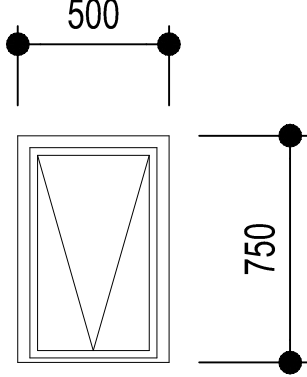
DOOR SCHEDULE  
N.T.S

## WINDOW LIST

PLATFORM REF ID	NE1 / W2	NE22
ELEVATION VIEW		
QUANTITY	16	1
W X H SIZE	600 X 600	1500 X 600
GLASS DESCRIPTION	4 mm OBSCURE GLASS	4 mm CLEAR PLATE GLASS
FRAME DESCRIPTION	STEEL FRAME	STEEL FRAME
LOCATIONS	AS PER ELEVATION	AS PER ELEVATION

WINDOW SCHEDULE  
N.T.S

## WINDOW LIST


PLATFORM REF ID	NE1 / W2
ELEVATION VIEW	
QUANTITY	10
W X H SIZE	600 X 600
GLASS DESCRIPTION	4 mm MONOLITHIC GLASS
FRAME DESCRIPTION	GALVANISED STEEL FRAME
LOCATIONS	AS PER ELEVATION

WINDOW SCHEDULE  
N.T.S

[illegible]

CONSULTANT:

**Vumesa (Pty) Ltd**



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e-mail: [mm@ubuhlebezwe.gov.za](mailto:mm@ubuhlebezwe.gov.za)

PROJECT NAME:

CONSTRUCTION OF SANGCWABA  
SPORTS FIELD

DRAWING TITLE:

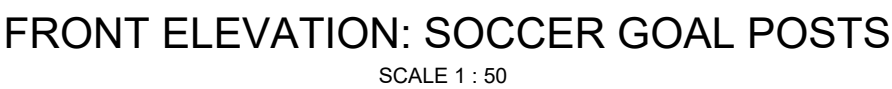
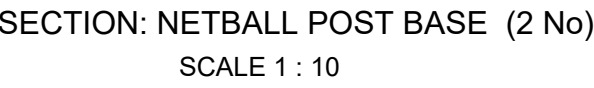
WINDOW AND DOOR SCHEDULE

		SIGNATURE	DATE
DESIGNED	L. T. MCUNU		
DRAWN	L. T. MCUNU		
CHECKED	N.M. MYEZA		
APPROVED	A. M. NDLOVU		
SCALE	AS SHOWN		

APPROVED
----------

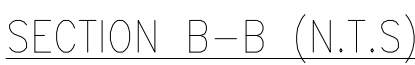
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UBU-B-01/08/2020	104	TENDER DRAWING	A0	0

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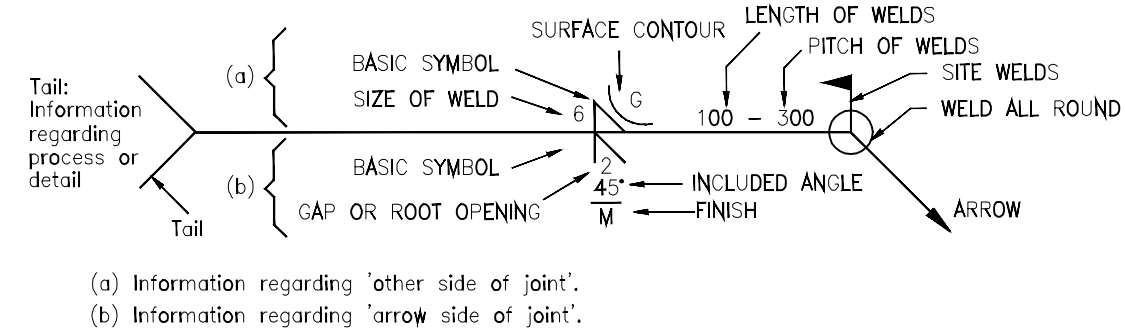
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SIGNATURE			DATE	
PROJECT No.	DRG. NUMBER	STAGE	SHEET SIZE	REVISION
UBU-B-01/08/2020	105	TENDER DRAWING	A0	0
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NOTES:

- NOTES:
1. DRAWING NOT TO BE SCALED, IF IN DOUBT ASK.
  2. ALL WELDS TO CONFORM TO ASME IX
  3. ALL MILD STEEL TO SABS 1431 GR 300WA U.O.N.
  4. REMOVE ALL BURRS, SHARP EDGES AND EXPOSED CORNERS
  5. PAINTING AS PER ORDER
  6. ALL HOLES Ø18 FOR M16 BOLTS U.N.O.
  7. ALL WELDS CONTINUOUS U.N.O.



- NOTES:
- 1) USE 30 MPa CONCRETE
  - 2) MINIMUM PERMISSIBLE SOIL BEARING CAPACITY = 50 kPa
  - 3) MAX LOADING CAPACITY OF TANK STAND = 5300 kg
  - 4) CORROSION PROTECTION:  
APPLY ONE COAT OF RED OXIDE PRIMER

PARTS LIST				
11	8	50 x 50 x 6 L x 400 Long	COMMERCIAL STEEL	14
10	44	M10 Bolt x 110 Long CW &N	SANS 135 GRADE 4.8	4
9	80	M12 Bolt x 40 Long CW &N	SANS 135 GRADE 4.8	6
8	8	M12 Bolt x 50 Long CW &N	SANS 135 GRADE 4.8	1
7	125	125 x 50 x 20 x 2 CFLC x 1900 Long	COMMERCIAL STEEL	82
6	2	90 x 65 x 8 L x 1900 Long	EN 10025 - 2-S355JR	35
5	22	40 x 40 x 3 L x 1356 Long	COMMERCIAL STEEL	56
4	8	25 x 5 FB x 1979 Long	COMMERCIAL STEEL	18
3	32	25 x 5 FB x 2019 Long	COMMERCIAL STEEL	63
2	8	25 x 5 FB x 1965 Long	COMMERCIAL STEEL	63
1	4	50 x 50 x 6 L x 9575 Long	COMMERCIAL STEEL	171
ASSY NO	NO REQD	DESCRIPTION	SPECIFICATION	GROSS MASS

REINFORCEMENT FOR TANK STAND BASE							BENDING DIMENSIONS TO SABS 82								
ITEM	BAR MK	TYPE #	NO. OFF	NO. PER ITEM	TOTAL NO.	LENGTH	SH. CODE	A	B	C	D	E OR R	TOTAL Y-BAR MASS	TOTAL R-BAR MASS	TOTAL WELD-MESH
CONCRETE PLINT	01	Y16	1	44	44	3150	38	500	2200	500	-	-	218.99	-	-
	02	Y10	1	6	6	1500	83	200	500	200	200	-	5.55	-	-
TOTAL MASS OF STEEL (kg)													224.54	-	-
CONCRETE COVER							: 50mm								
CONCRETE STRENGTH AT 28 DAYS :30 MPa															

GENERAL NOTES

1. CONCRETE
  - a) CONCRETE MIX : 30/19 (30MPa) - WING WALLS AND CAUSEWAY.
  - b) CONCRETE COVER TO REINFORCEMENT - 60mm

- c) CONCRETE FINISH: - CLASS F1 (ROUGH) - ALL CONCEALED SURFACES  
(f) FORMED SURFACE - CLASS F2 (SMOOTH) - ALL EXPOSED SURFACES  
(e) UNFORMED SURFACES - CLASS U1 (SCREEDE) - TOP OF TOPSLAB  
- CLASS U2 (WOOD FLOATED) - TOP OF BASE SLAB
- ALL SHARP EDGES TO HAVE 25mm CHAMFERS UNLESS OTHERWISE SPECIFIED.  
ALL SURFACE PERMANENTLY BURIED SHALL RECEIVE TWO COATS OF AN  
APPROVED BITUMINOUS WATER PROOFING PAINT AND SHALL BE PREPARED,  
AND PRIMED IN ACCORDANCE TO THE INSTRUCTIONS OF THE MANUFACTURE.

2. REINFORCEMENT
- a) HIGH TENSILE STEEL IS INDICATED WITH PREFIX 'Y', and SHALL BE TYPE C, CLASS 2, GRADE 1 TO SABS 920.
  - b) MILD STEEL IS INDICATED WITH THE PREFIX 'R', AND SHALL BE TYPE A ROUND BARS TO SABS 920.
  - c) REINFORCEMENT TO BE BENT IN ACCORDANCE WITH SABS 82(1976).

[illegible]

CONSULTANT:

Vumesa (Pty) Ltd



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Fax : 031 701 0963  
e-mail: [info@vumesa.co.za](mailto:info@vumesa.co.za)

CLIENT:

Ubuhlebezwe Local Municipality



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PO Box 132  
Ixopo,  
3276  
Tel : (039) 834 7700  
Fax: (039) 834 1168

e-mail: mm@ubuhlebezwe.gov.za

PROJECT  
NAME:

## CONSTRUCTION OF SANGCWABA SPORTS FIELD

DRAWING  
TITLE:

## STEEL TANK STAND AND TANK BASE PLAN , ELEVATIONS & SECTIONS

		SIGNATURE	DATE
DESIGNED	S.M. DLOMO		
DRAWN	S.M. DLOMO		
CHECKED	N.M. MYEZA		
APPROVED	A.M.NDLOVU		
SCALE	N.T.S		

APPROVED

SIGNATURE			DATE	
PROJECT No.	DRG. NUMBER	STAGE	SHEET SIZE	REVISION
UBU-B-01/08/2020	106	TENDER DRAWING	A0	0

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CONCRETE STRENGTH AT 28 DAYS : 30 MPa

**CONSULTANT:**

**Vumesa (Pty) Ltd**



**VUMESA**

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Fax : 031 701 0963  
e-mail: [info@vumesa.co.za](mailto:info@vumesa.co.za)

**PROJECT NAME:**

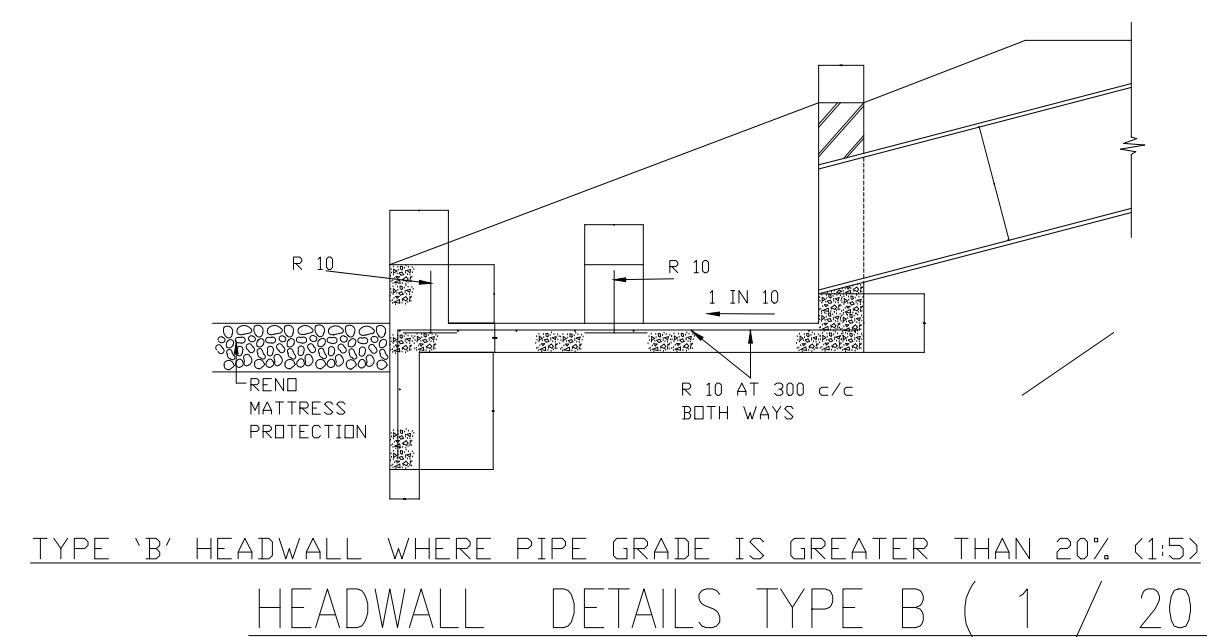
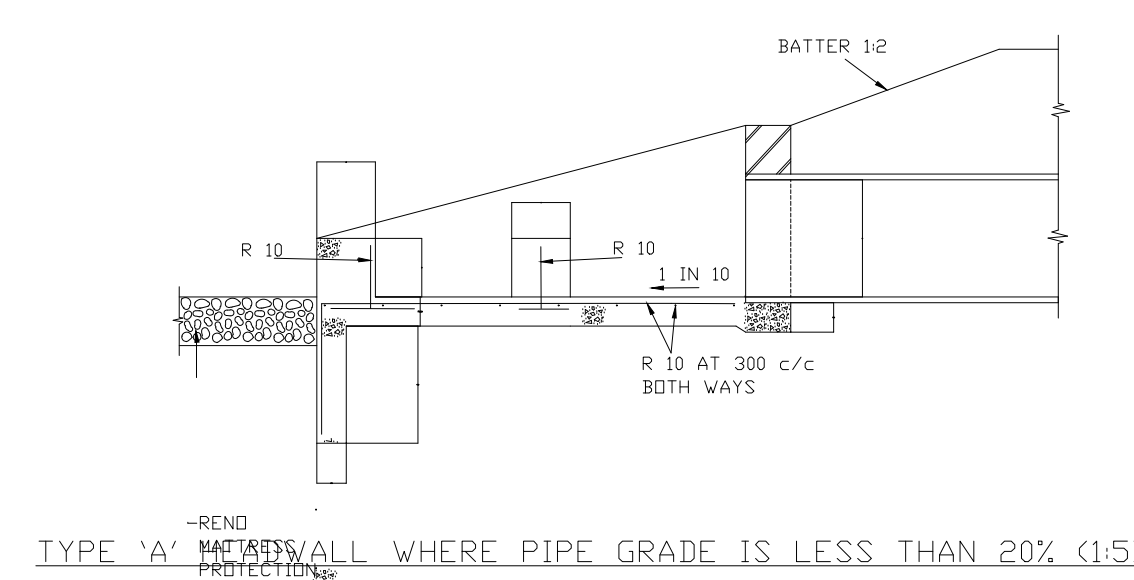
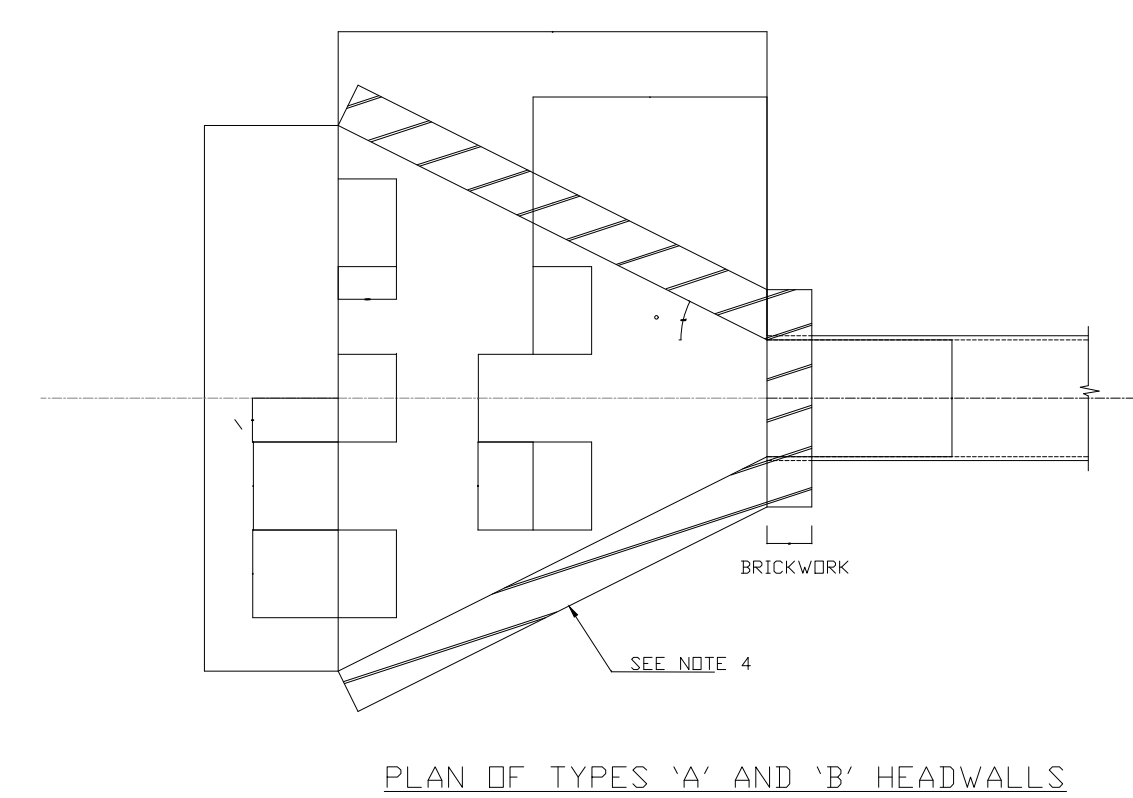
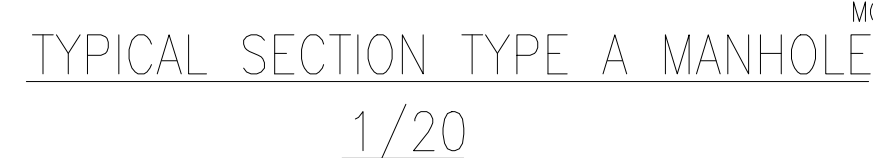
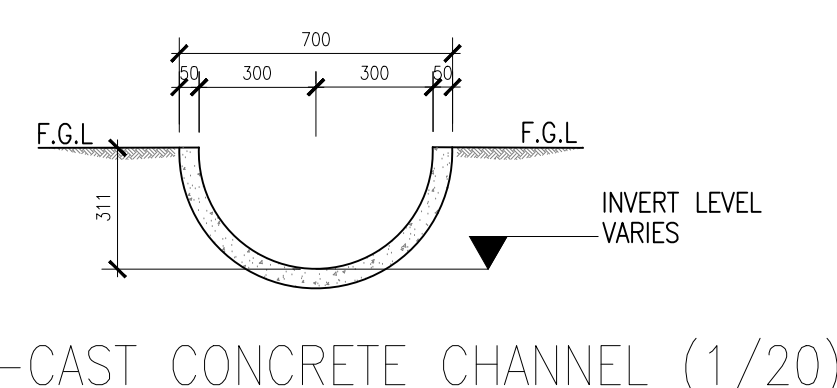
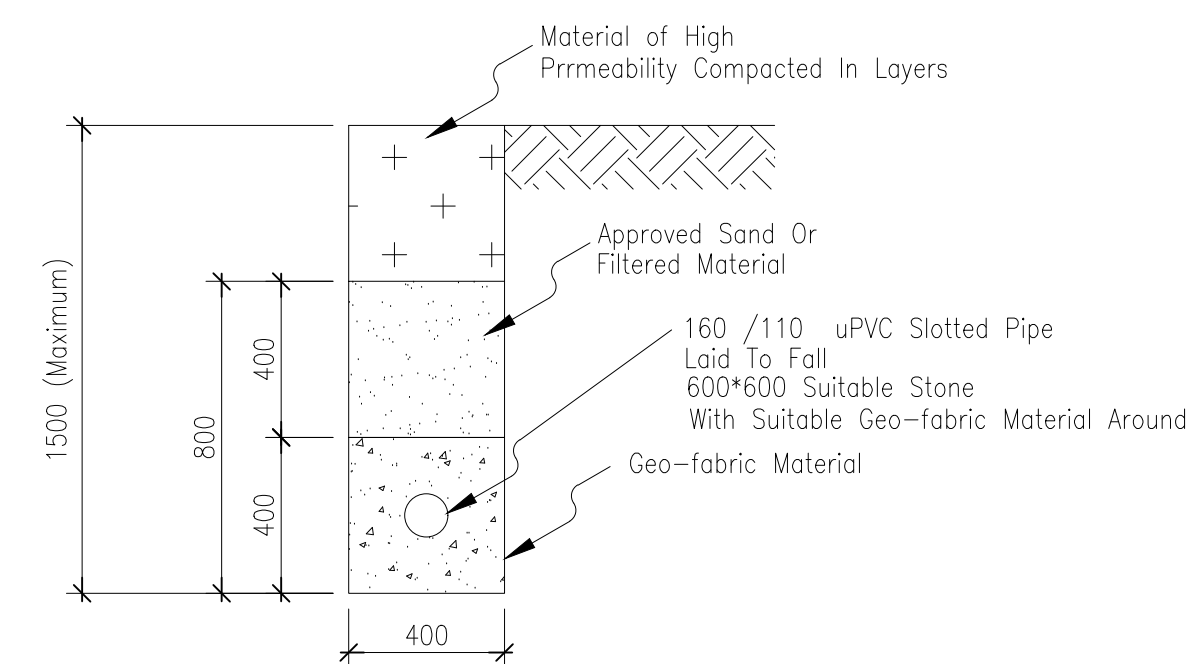
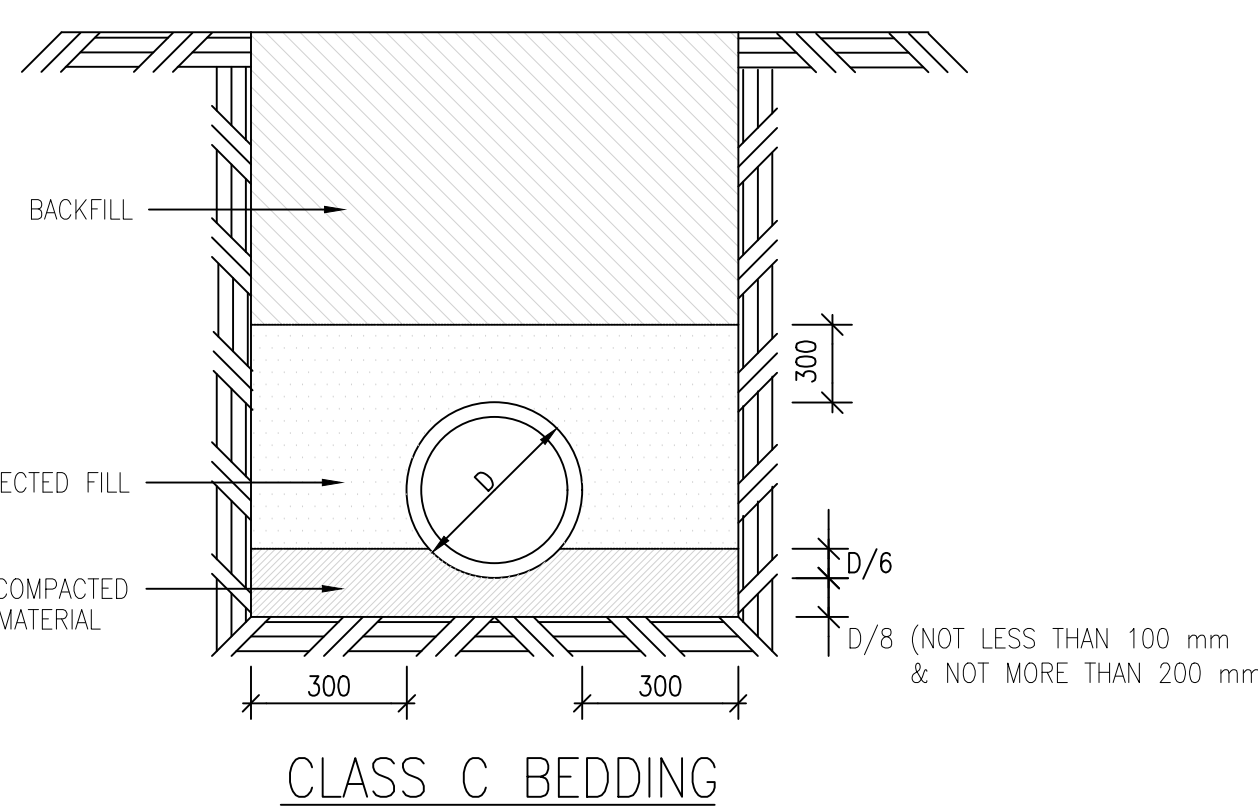
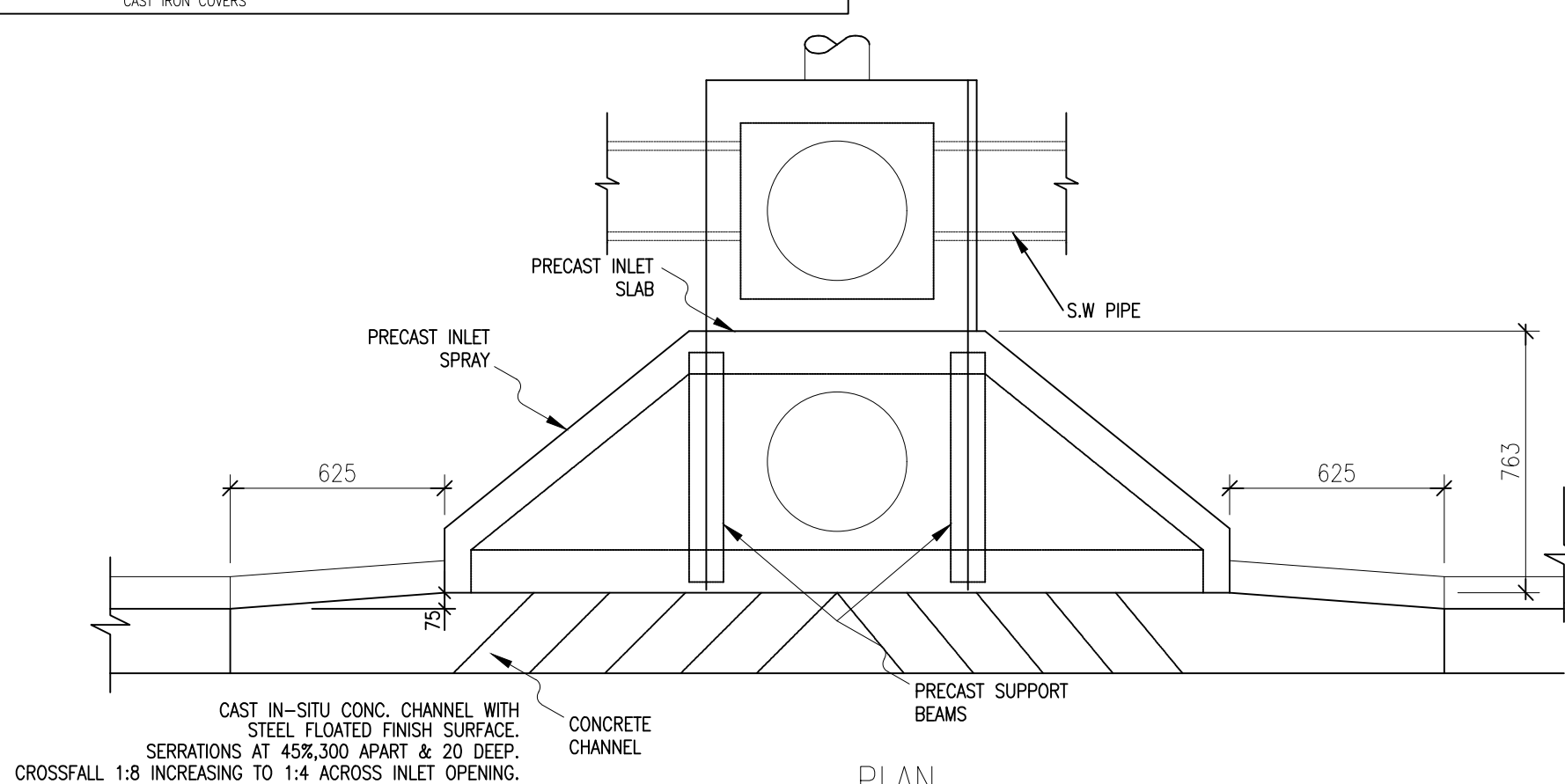
**CONSTRUCTION OF SANGCWABA  
SPORTS FIELD**

DRAWING TITLE:

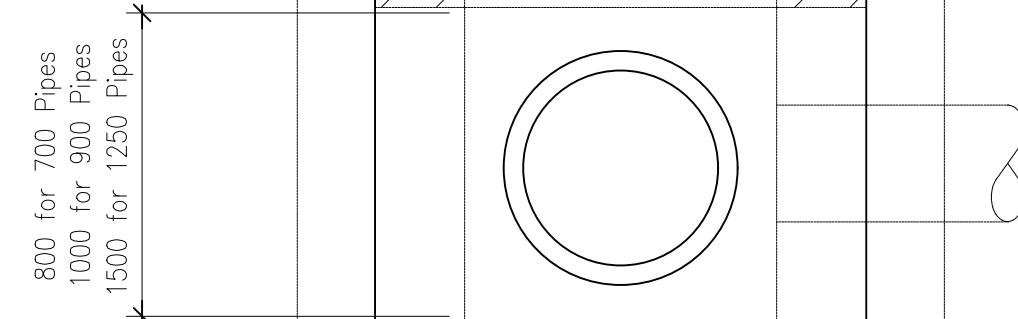
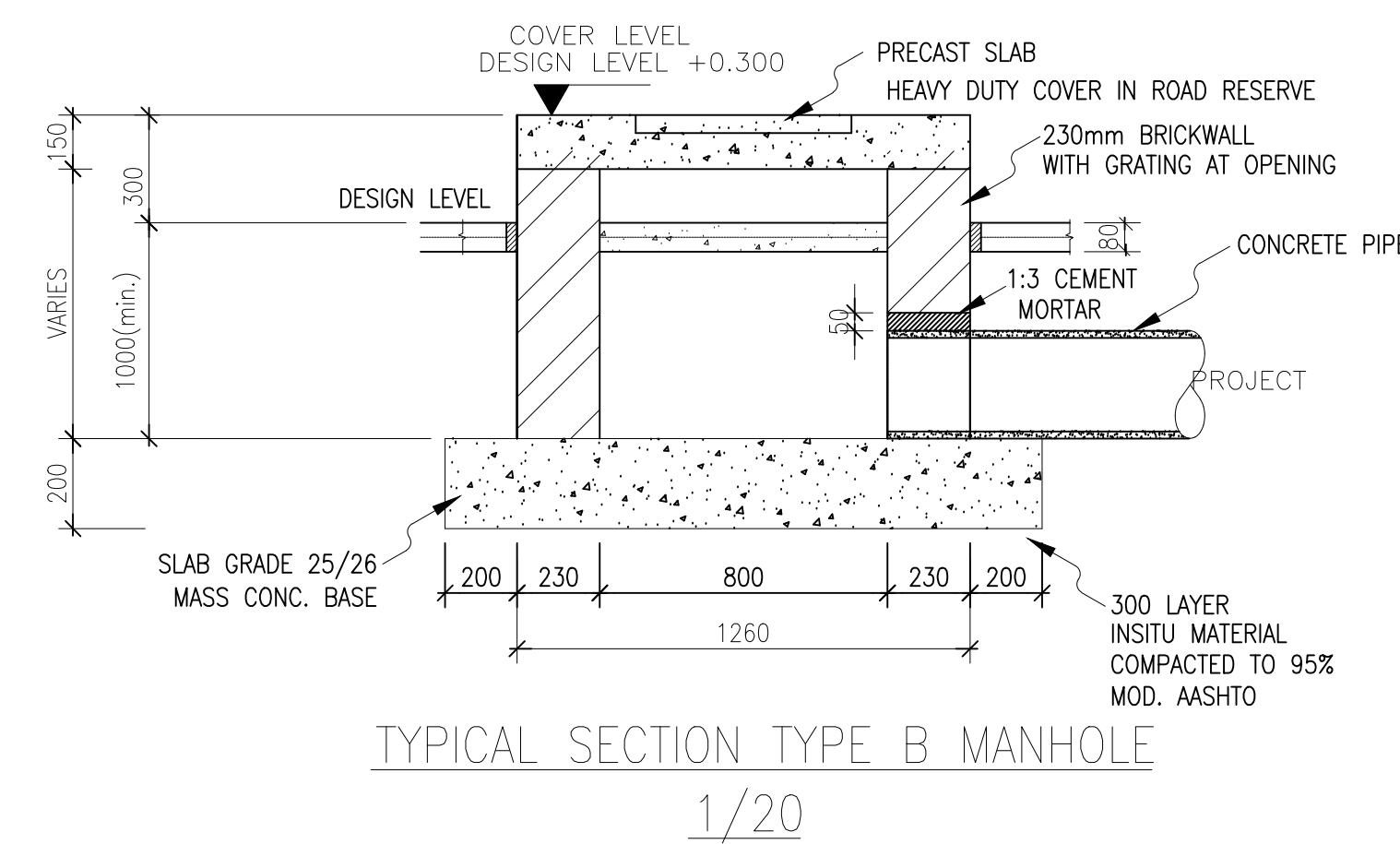
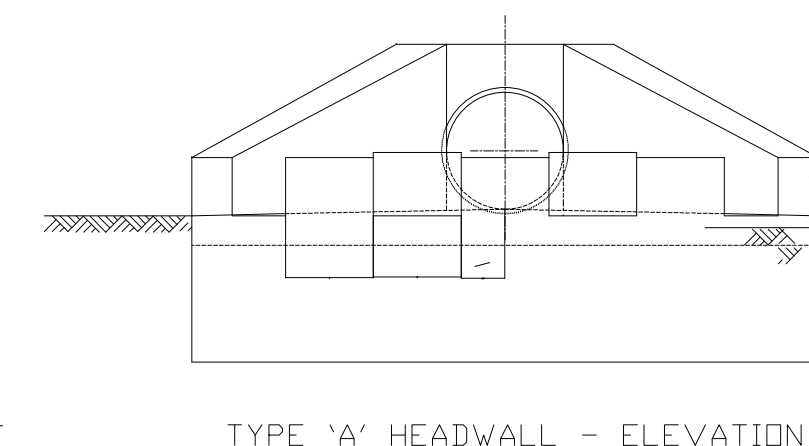
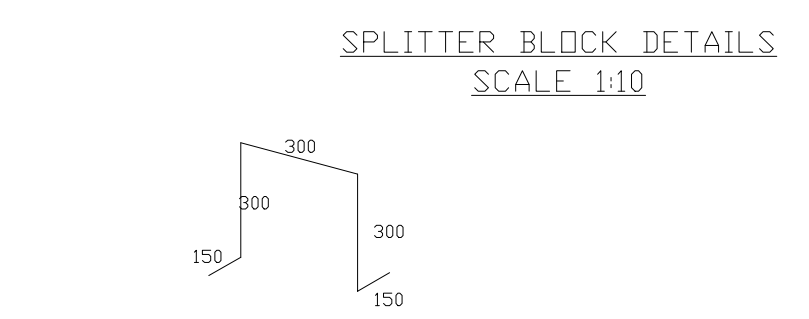
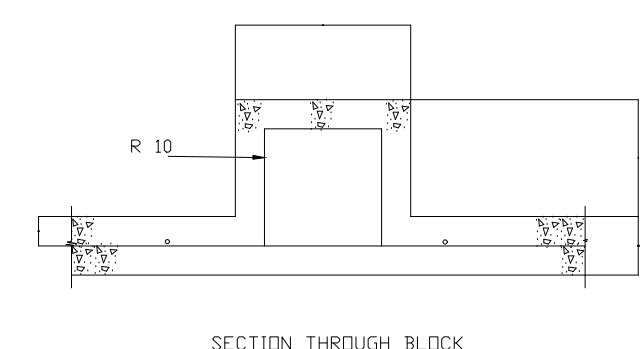
GRAND STANDS AND DRAIN  
DETAILS

<b>APPROVED</b>				
<b>SIGNATURE</b>			<b>DATE</b>	
<b>PROJECT No.</b>	<b>DRG. NUMBER</b>	<b>STAGE</b>	<b>SHEET SIZE</b>	<b>REVISION</b>
UBU-B-01/08/2020	107	TENDER DRAWING	A0	0
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MEM PUMP DATA	DIMENSIONS ( mm )						
	D	A	B	C	L	X	Y
375	245	350	250	980	1800	2175	
450	245	360	250	980	1800	2250	
525	250	375	250	1050	2000	2525	
600	300	450	300	1200	2200	2800	
750	300	450	300	1500	2400	3150	
825	300	450	300	1650	2600	3425	
900	300	450	300	1800	2800	3700	
1050	300	450	300	2100	3000	4050	
1200	300	450	300	2400	3200	4400	



CONSULTANT:



**VUMESA®**

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3610  
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Fax: (039) 834 1168  
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## SUBSOIL DRAINAGE DETAILS

		SIGNATURE		DATE	
DESIGNED	N.M. MYEZA				
DRAWN	N.M. MYEZA				
CHECKED	N.M. MYEZA				
APPROVED	T.S BALOYI				
SCALE	AS SHOWN				
APPROVED					
		DATE			
PROJECT NO.	DRG. NUMBER	STAGE	SHEET SIZE	REVISION	
UBU-B-01/08/2020	108	TENDER DRAWINGS	A0	0	
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