

MHLONTLO LOCAL MUNICIPALITY



Mhlontlo LM Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices

MLM/ES/AFQ&T-2020/21

TENDERER:

CLOSING DATE:

CLOSING TIME: 12h00

Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CSD No:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s) :	

Prepared for:

**The Municipal Manager
MHLONTLO LOCAL MUNICIPALITY
P O BOX 31
QUMBU
5180**

Tel: 047 553 7000

Prepared By:

**UPHULISO NOHLUMO (PTY) LTD
73 BLAKWAY ROAD
MTHATHA
5099**

Tel: 047 531 0624

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THE TENDER

PART T1 TENDERING PROCEDURE

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	COMPULSORY BRIEFING DATE	CLOSING DATE
Mhlontlo Local Municipality Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices	4GB or Higher	MLM/ES/AFQ&T- 2020/21	1 June 2021	10 June 2021	25 June 2021

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

2. Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS tax pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).
6. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A **certified** copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).
7. Submit Joint Venture agreement in the case of joint venture.
8. Tenderers are required to submit the methodology
9. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month or lease agreement
11. Submit Central Supplier Database (CSD) number
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification measure for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available on www.etender.gov.za and www.mhlontloim.gov.za . A **compulsory** clarification meeting shall be held on the 10th of June 2021 at 10h00 and the venue would be Qumbu municipal offices failure to attend the briefing may result in tender being deemed an incomplete tender and may not be considered forward.

3. Evaluation Criteria:

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for B-BBEE status level contributor

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	25	Truck X1	10
		TLB X1	10
		LDV Bakkie x1	5
		Leasing with proof of all the above(Truck-5,TLB-5,LDV Bakkie -3)	12
		None of the above	0
Company experiences in terms of projects completed	25	Five (5) projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
Key Personnel and Qualification	20	Project Manager/Contract Manager: (ND Civil Eng. or Equivalent)	10

Mhlontlo Local Municipality Emergency Water and Sanitation
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COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
		Health and Safety Officer (OHS Cert)	4
		Site Foreman (Skill)	6
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	15
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible for award. Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for B-BBEE status level contributor. The joint venture company needs to submit a consolidated B-BBEE certificate in order to store B-BBEE points.

COVID -19 PROCEDURES TO DROP OFF TENDER DOCUMENT AND TO ATTEND BRIEFING

1. Have mask at all the time
2. Sanitise hands when entering the municipal gates
3. Please come alone as we only allow one person to drop and attend the document as per company.

Bids in a sealed envelope clearly marked "BID NUMBER: (MLM/ES/AFQ&T-2020/21) and PROJECT NAME: MHLONTLO LOCAL MUNICIPALITY TENDER EMERGENCY WATER AND SANITATION INTERVENTION AT TSOLO AND QUMBU OFFICES", must be placed in the tender box at the reception, Mhlontlo Local Municipality, Physical address 96 Lungile mabindla street, Qumbu 5180 on the 28/06/2021 before or at 12:00 PM where after bids will be opened in public.

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All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms. B. Jara at 047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms. X. Y. Nqatyelwa @ 047 553 7000/ 047 542 0192

Municipal Manager

Mr T.P Mase

Mhlontlo Local Municipality

P.O. Box 31

Qumbu

5180

MBD 1**INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR THE **Mhlontlo Local Municipality Tender Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices** TO THE REQUIREMENTS OF THE MHLONTLO LOCAL MUNICIPALITY.

BID NUMBER:	MLM/ES/AFQ&T-2020/21	CLOSING DATE:	25 June 2021	CLOSING TIME:	12h00
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DESCRIPTION: Mhlontlo Local Municipality Tender Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices:

Suitably qualified contractors are invited for the two boreholes at Mhlontlo LM Tsolo and Qumbu offices, upgrading ablution facilities (Ladies, Gentlemen and Paraplegic) at Qumbu offices, Provision of new ablution facility at Tsolo office, Mhlontlo LM and general works at Qumbu and Tsolo offices as instructed by Employer.

- The successful bidder will be required to fill in and sign a written **Contract Form (MBD 7)**.
- Bid documents must be deposited in the bid box situated at **Mhlontlo Local Municipality Offices, 96 Lungile Mabindla street, Qumbu 5180**.
- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- All bids must be submitted on the official forms – (not to be re-typed)
- This bid is subject to the General Conditions of Contract (GCC 2015) and, if applicable, any other Special Conditions of Contract (SCC)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)	
Name of Bidder	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
Vat Registration Number	
Has an original tax clearance certificate been submitted (MBD 2)?	YES / NO
Are you the accredited representative in South Africa for the good/Services offered	YES / NO (IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
TOTAL BID PRICE	

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

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

Bid should read tender and vice versa throughout the document – implying both words have the same meaning.

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

No	Clause	Wording
1	F.1.1	The employer is MHLONTLO LOCAL MUNICIPALITY.
2	F.1.2	<p><u>Volume 1: Tender Document</u></p> <p><u>Volume 2: Tender Drawings</u></p> <p><u>Volume 3 : General Conditions of Contract for Construction Works (2015) as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</u></p> <p><u>Volume 4: THE "STANDARD SPECIFICATION FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES" (COLTO 1998). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</u></p> <p>This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, Site Information and Additional Documents</p>
3	F.1.4	<p>The Employer's agent is:</p> <p>Name: Uphuhliso Nohlumo (Pty) Ltd</p> <p>Address: 73 Blakeway Road, MTHATHA,5099</p> <p style="padding-left: 40px;">Tel: 047 531 0624</p> <p>Email: info@uphuhlisonohlumo.co.za</p> <p>Contact Person: Mr M. Ndabeni</p>

No	Clause	Wording
4	F.2.1	<p>Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3 GB or Higher or Higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3 GB or Higher or Higher class of construction work; 3. Three contractors registered in contractor grading designation 3GB <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or Higher or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders :</p> <ol style="list-style-type: none"> a) Availability of resources. b) Capacity to mobilize own and subcontracting resources. c) Availability of skills to manage and perform the contract (assigned personnel) d) Quality achievements on previous contracts of a similar nature.
5	F.2.2	<p>Add the following to the Clause:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer's Agent."</p>

No	Clause	Wording
6	F.2.3	<p>Amend the Clause to read:</p> <p>“...and notify the Employer’s Agent of any discrepancy....”</p> <p>Bidders must examine the bid documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings. Drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Schedule of Quantities and Drawings or any contradictions between the specifications, Schedule of Quantities and Drawings must be reported to the Contact Person as listed on the cover of this document in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in, or omissions from the bid document shall contact the Employer or Employer’s Agent immediately.</p>
7	F.2.7	<p>The arrangements for a compulsory site visit and clarification meeting are stated where applicable in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list and the name of the tendering entity. Only Certificates of Attendance of Tenderers that attended the compulsory clarification meeting will be signed by the Employer or Employer’s representative, after the compulsory clarification meeting has been completed. Addenda may be issued to tenders will be received only from those tendering entities appearing on the attendance list if their Certificate of Attendance was signed by the Employer or Employer’s representative at the compulsory clarification meeting.</p>
8	F.2.8	<p>Modify the Clause to read:</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or Agent at least seven working days before the closing time stated in the tender data.</p>
9	F.2.11	<p>Add the following to the Clause:</p> <p>“In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration.”</p> <p>“If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.</p> <p>No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered.</p> <p>The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”</p>

No	Clause	Wording
10	F2.12	<p>Alternative offers <u>will not</u> be considered if the main tender submission is not completed and submitted.</p> <p>If a tenderer wish to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Before an alternative offer will be considered, the tenderer must price the contract as specified and then offer his alternative proposal as a complete stand-alone offer in addition to the offer based on the tender requirements.</p> <p>Calculations, drawings, product specifications and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
11	F.2.13.2 and F.2.13.3	<p>Each Tenderer is required to return the original completed tender documents, including drawings with all the required information supplied, duly completed in non-erasable ink in all respects together with one copy of Parts T2, C1 and C2.</p> <p>The original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the project for which a tender is submitted.</p>

No	Clause	Wording
12	F.2.13.4	<p>Add the following to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</u></p>
13	F.2.13.5	<p>The identification details are:</p> <ul style="list-style-type: none"> • Tender Reference number • Title of Tender • Closing Date • Closing Time <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at the reception, Mhlontlo Local Municipality, 96 Church street, Qumbu 5180. This address is available from 8:00-16:30 on working days for delivery of Tender offers.</p>
14	F.2.13.6 / F.3.5	A two-envelope procedure will not be followed.
15	F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted

No	Clause	Wording
16	F.2.14	<p>Add the following to the clause:</p> <p>“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Constructions Regulations, 2003, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”</p>
17	F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
18	F.2.16	The tender offer validity period is 90 days. If the expiry coincides with a public holiday, the validity will expire at close of business on the first working day following on the 90 days.
19	F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Exempted Micro Enterprises (EME’s) and/or Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements as required in Part C3 Section C3.3: Procurement.
20	F.2.19	Access shall be provided by the Tenderer to his premises during working hours for inspections, tests and analysis.
21	F.2.20	The successful Tenderer will be required to submit a Fixed Performance Guarantee in the prescribed format from an approved insurer or financial institution prior to the commencement of work on this contract.
22	F.2.23	<p><u>The tenderer is required to submit with his tender:</u></p> <p>1) Tax compliance status PIN</p>
23	F.2.24	<p>Add the following new clause:</p> <p>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”</p>

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No	Clause	Wording
24	F.2.25	<p>Add the following new clause:</p> <p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>"No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
25	F.2.26	<p>Add the following new clause:</p> <p>Accept that the Employer is prohibited to award a tender to a person –</p> <p>who is in the service of the state; or</p> <p>a) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>b) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity.</p> <p><i>"In the service of the state"</i> means to be -</p> <p>a) a member of:-</p> <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature."</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed."</p>

No	Clause	Wording
26	F.2.27	<p>Add the following new clause:</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including –</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”</p>
27	F.2.28	<p>Add the following new clause:</p> <p>““Employment Contracts”</p> <p>Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.</p>
28	F.2.29	<p>Add the following new clause:</p> <p>“Remuneration</p> <p>Accept that successful tenderers shall pay their workers a remuneration not less than that recommended and regulated by the Department of Labour.”</p>
29	F.2.31	<p>Add the following new clause:</p> <p>“Municipal Clearance Billing Certificate:</p> <p>Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.” If the tender amount is expected to be more than R10m the period for arrears reduce to one month.</p>
30	F.2.32	<p>Add the following new clause:</p> <p>“Additional conditions of bid:”</p> <ol style="list-style-type: none"> 1. The Employer/Engineer may also request that the Tenderers provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.

No	Clause	Wording
		<p>2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</p> <p>3. The Employer may appoint more than one contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance.</p> <p>4. The bid document shall be submitted as a whole and shall not be taken apart.</p> <p>5. List of returnable documents (PART T2) must be completed in full.</p> <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>
31	F.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
32	F.3.2	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
33	F.3.4	The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.
34	F.3.5	A two-envelope procedure will not be followed.
35	F.3.8.1	<p>Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <p>(a) complies with the requirements of these Conditions of Tender,</p> <p>(b) has been properly and fully completed and signed, and</p> <p>(c) is responsive to the other requirements of the tender documents.</p> <p>(d) Tender offers will only be considered responsive if the minimum Functionality requirement of 70% is achieved.”</p>
36	F.3.8.1	Tenderers are required to demonstrate their ability to undertake work and provide proof of previous experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet a minimum Functionality Score of 70% (70 points out of 100) based on the criteria listed below. The following three criteria will be used to determine responsiveness in terms of functionality:

No	Clause	Wording												
		<table border="1" data-bbox="379 499 1469 831"> <thead> <tr> <th data-bbox="379 499 1066 548">Criterion</th> <th data-bbox="1066 499 1469 548">Maximum possible score</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 548 1066 598">Availability of Plant and Equipment</td> <td data-bbox="1066 548 1469 598">25</td> </tr> <tr> <td data-bbox="379 598 1066 647">Company experience in terms of projects completed</td> <td data-bbox="1066 598 1469 647">25</td> </tr> <tr> <td data-bbox="379 647 1066 696">Key Personnel and Qualification</td> <td data-bbox="1066 647 1469 696">20</td> </tr> <tr> <td data-bbox="379 696 1066 786">Quality of methodology relevant to assignment step by step with time frames</td> <td data-bbox="1066 696 1469 786">30</td> </tr> <tr> <td data-bbox="379 786 1066 831" style="text-align: center;">Total</td> <td data-bbox="1066 786 1469 831" style="text-align: center;">100</td> </tr> </tbody> </table> <p data-bbox="379 837 1469 920">The minimum total score required is 70% (70 points). Tenderers scoring less than 70% will be regarded as non-responsive.</p>	Criterion	Maximum possible score	Availability of Plant and Equipment	25	Company experience in terms of projects completed	25	Key Personnel and Qualification	20	Quality of methodology relevant to assignment step by step with time frames	30	Total	100
Criterion	Maximum possible score													
Availability of Plant and Equipment	25													
Company experience in terms of projects completed	25													
Key Personnel and Qualification	20													
Quality of methodology relevant to assignment step by step with time frames	30													
Total	100													
37	F.3.9	<p data-bbox="379 943 1490 1025">As stated in clause C2.1 of the Pricing Instructions, arithmetical errors of responsive tenders will be corrected in the following manner.</p> <ol data-bbox="427 1048 1490 1503" style="list-style-type: none"> <li data-bbox="427 1048 1490 1131">1. Where there is a discrepancy between an amount shown in figures and the corresponding amount in words, the amount stated in words shall take preference. <li data-bbox="427 1144 1490 1317">2. In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern, and the unit rate shall be corrected. <li data-bbox="427 1330 1490 1503">3. Where there is an error in the total of the 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 in the Bill of Quantities) to achieve the tendered total of the prices. <p data-bbox="475 1525 1465 1608">Should a tenderer be unwilling to make the corrections as set out above, the tender may be disqualified.</p>												
	F.3.11.1	<p data-bbox="379 1637 1490 1854">Tenders will be evaluated in terms of the Mhlontlo Local Municipality Supply Chain Management Policy for Standard Infrastructure Procurement Delivery Management. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and associated Regulations.</p> <p data-bbox="379 1877 1490 1951">The method for the evaluation of responsive tenders shall be Method 1: Financial Offer and Preference as described under Clause F.3.11.2.</p>												

No	Clause	Wording																				
		The 80/20 Preference Point system will be applied where a maximum of EIGHTY (80) tender adjudication points will be awarded for price and a maximum of TWENTY (20) points for B-BBEE Status Level of Contribution. Refer to Part T2 - Returnable Schedules.																				
39	F.3.11.7	<p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 of the Standard Conditions of Tender (Section T1.3 of this document) where the value of W_1 is:</p> <p>1) 90 where the financial values inclusive of VAT of all responsive tenders received are in excess of R50 000 000, or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers is equal to or less than R50 000 000.</p>																				
40	F.3.11.8	<p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers on the basis of the data supplied in Part 2: Returnable Schedules of the Tender Portion.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers that complete the preference claim form (T2.1.10) in terms of the Preferential Procurement Regulations 2017 and are found to be eligible for the preference claimed.</p> <p>Preference points shall be scored in accordance with Regulation 5 (2) or 6 (2) of the Preferential Procurement Regulations, 2017. Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.</p> <p>In applying the 80/20 BEE points system for acquisition of services, works or goods with a Rand value below R50 000 000 (all applicable taxes included):</p> <table border="1" data-bbox="475 1238 1295 1971"> <thead> <tr> <th data-bbox="475 1238 898 1339">B-BBEE Status Level of Contributor</th> <th data-bbox="898 1238 1295 1339">Number of Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 1339 898 1406">1</td> <td data-bbox="898 1339 1295 1406">20</td> </tr> <tr> <td data-bbox="475 1406 898 1473">2</td> <td data-bbox="898 1406 1295 1473">18</td> </tr> <tr> <td data-bbox="475 1473 898 1541">3</td> <td data-bbox="898 1473 1295 1541">14</td> </tr> <tr> <td data-bbox="475 1541 898 1608">4</td> <td data-bbox="898 1541 1295 1608">12</td> </tr> <tr> <td data-bbox="475 1608 898 1675">5</td> <td data-bbox="898 1608 1295 1675">8</td> </tr> <tr> <td data-bbox="475 1675 898 1742">6</td> <td data-bbox="898 1675 1295 1742">6</td> </tr> <tr> <td data-bbox="475 1742 898 1809">7</td> <td data-bbox="898 1742 1295 1809">4</td> </tr> <tr> <td data-bbox="475 1809 898 1877">8</td> <td data-bbox="898 1809 1295 1877">2</td> </tr> <tr> <td data-bbox="475 1877 898 1971">Non-compliant contributor</td> <td data-bbox="898 1877 1295 1971">0</td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of Points																					
1	20																					
2	18																					
3	14																					
4	12																					
5	8																					
6	6																					
7	4																					
8	2																					
Non-compliant contributor	0																					

No	Clause	Wording
		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.
41	F.3.13.1	<p><u>Add the following to the Clause:</u></p> <p>g) The tenderer submits an valid Tax Clearance Certificate issued by the South African Revenue Services or as alternatively stipulated on schedule T2.1.3: Tax Clearance Certificate, or has made arrangements to meet outstanding tax obligations and can provide proof thereof;</p> <p>h) The successful tenderer will be required to submit a Fixed Performance Guarantee in the prescribed format from an approved insurer prior to the commencement of each assignment awarded in terms of this tender;</p> <p>i) The tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation;</p> <p>j) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>k) The tenderer has not:</p> <p style="padding-left: 20px;">i) abused the Employer's Supply Chain Management System, or</p> <p style="padding-left: 20px;">ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>l) The tenderer has completed the Compulsory Enterprise Questionnaire and</p> <p style="padding-left: 20px;">i) there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process, and</p> <p style="padding-left: 20px;">ii) no person or persons in the employ of the state have been found to be involved in or associated with the submission of the tender or will participate in the contract in any manner whatsoever;</p> <p>m) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>n) The Employer is reasonably satisfied that, in terms of the Construction Regulations, 2014 (issued in terms of the Occupational Health and Safety Act, 1993), the tenderer has the necessary competencies and resources to carry out the work safely;</p> <p>o) Neither the tenderer nor any of its directors, partners or principals is in arrears for more than 3 months with municipal rates and taxes and municipal service charges. If the</p>

No	Clause	Wording
		<p>tender amount is expected to be more than R10 million, the period for arrears reduces to one month;</p> <p>p) The Form of Offer and Acceptance is correctly completed and signed;</p> <p>q) Tenders containing any one or more errors or omissions, or tenders not having complied with any one of the pre-emptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected.</p> <p>r) Completion of schedule T2.2.8: Contract Organogram and T2.2.9: Key Personnel Returnable and attaching the CV's and certified qualifications</p> <p>s) Copies of section T2, C1 and C2</p> <p>t) Completion of the technical data sheets and submission of any supplier brochures required (if applicable, delete if not applicable)</p> <p>u) Completion of the quality scoring schedules and submit all relevant documentation required (if applicable, delete if not applicable)</p>
39	F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

PART T2 RETURNABLE DOCUMENTS

T2.1 : RETURNABLE SCHEDULES

The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES		
Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.		
T 2.1.1	Authority of Signatory	Tick if completed and submitted
T 2.1.3	Tax compliance status (Attach entity tax compliance status pin and entity tax reference number (MBD 2))	Tick if completed and submitted
T 2.1.5	Business Registration Documents	Tick if completed and submitted
T 2.1.7	VAT Registration Certificate	Tick if completed and submitted
T 2.1.8	Broad Based Black Economic Empowerment (BBBEE) Certificate Or Certified copy of affidavit.	Tick if completed and submitted
T 2.1.9	Joint Venture (JV) Agreement (Where Applicable)	Tick if completed and submitted
T 2.1.10	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Tick if completed and submitted
T 2.1.12	Status of Concern Submitting Tender	Tick if completed and submitted
T 2.1.13	Proof of Registration with the Construction Industry Development Board (<i>in the applicable category or higher</i>)	Tick if completed and submitted
T 2.1.14	Declaration of Interest in Tender of Persons in Service of the State	Tick if completed and submitted
T 2.1.15	Compulsory Enterprise Questionnaire	Tick if completed and submitted
T 2.1.16	Declaration of Tenderer's Past Supply Chain Management (SCM) Practices	Tick if completed and submitted

T 2.1.17	Declaration Concerning Fulfilment of the Construction Regulations, 2014	Tick if completed and submitted
T 2.1.18	Certificate of Independent Bid Determination	Tick if completed and submitted
T 2.1.19	Declaration of Indemnity	Tick if completed and submitted
T 2.1.21	Record of Addenda to Tender Documents (when Applicable)	Tick if completed and submitted
T 2.1.22	Proposed Amendments	Tick if completed and submitted
T 2.1.23	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed and submitted
T 2.1.24	Schedule of Plant and Equipment Available for the Contract	Tick if completed and submitted
T 2.1.31	Schedule of Proposed Subcontractors	Tick if completed and submitted
T 2.1.35	Certificate of Attendance at Compulsory Clarification Meeting	Tick if completed and submitted

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (CONTINUED)

Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.

T 2.2.1	Municipal declaration and returnable documents	Tick if completed and submitted
T 2.2.2	Financial references	Tick if completed and submitted
C1.1	Form of Offer and Acceptance	Tick if completed and submitted
C1.2b	Contract Data (Part 2) – Specified by the Contractor	Tick if completed and submitted

<p>2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT</p> <p>Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration</p> <p>[See also clause 2.18 of the Standard Conditions of Tender]</p>		
T 2.1.2	Payments of Municipal Accounts	Tick if completed and submitted
T 2.1.4	Proof of Registration with National Treasury Central Supplier Database	Tick if completed and submitted
T 2.2.3	Estimated Monthly Cash flow	Tick if completed and submitted
T 2.2.4	Personnel Schedule	Tick if completed and submitted
T 2.2.5	Quality Management Systems	Tick if completed and submitted
T 2.2.6	Preliminary Program of the Works	Tick if completed and submitted
T 2.2.8	Contract Organogram	Tick if completed and submitted
T 2.2.9	Key Personnel Assigned to the Contract	Tick if completed and submitted
T2.2.10	Curriculum Vitae of Contracts Manager	Tick if completed and submitted
T2.2.11	Curriculum Vitae of Site Agent	Tick if completed and submitted
T2.2.12	Curriculum Vitae of General Foreman and Supervisor	Tick if completed and submitted
T2.2.13	Curriculum Vitae of Health and Safety Representative	Tick if completed and submitted

3. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT		
Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.		
C 1.4 :	Occupational Health and Safety Mandatory Agreement	Tick if completed and submitted
C 1.5 :	Disclosure Statement	Tick if completed and submitted
C 2.1	Pricing Instructions	Tick if completed and submitted
C 2.2 :	Bill of Quantities	Tick if completed and submitted

T2.1.1 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Ms/Ms....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for Contract No. and any Contract
that may arise there from on behalf of (name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:.....

T 2.1.2: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on(date), starting at

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

Particulars of person(s) attending the meeting :

Name Signature

Capacity

Name Signature

Capacity

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

Name Signature

Capacity Date & Time

T2.1.3 ATTACH ENTITY TAX COMPLIANCE STATUS PIN AND ENTITY TAX REFERENCE NUMBER (IN WRITING, EITHER ON THE COMPANY PROFILE OR ANY ENTITY DOCUMENT WITH A LETTERHEAD OR AS ISSUED BY SARS)

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. The tenderer must attach to this page an original of a valid Tax Clearance Certificate issued by the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Clearance Certificate for each of the joint venture partners.

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.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.4 Affix Business Registration Documents

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.5 Affix VAT Registration Certificate

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:.....

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T2.1.6 Attach Certified Copy Or Original BBBEE Status Level Certificate Or Original Affidavit

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.7 JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) The contributions of capital and equipment
 - b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address.....
.....
.....
- d) Telephone
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm.....

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)	
b)	
c)	
d)	
e)	

AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)	
b)	
c)	
d)	
e)	

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....

Mhlontlo Local Municipality Emergency Water and Sanitation
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(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

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 intervention at Tsolo And Qumbu Offices

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

T 2.1.8 DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE (MBD 4)

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, Shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, 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.

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

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

3.9.1 If yes, furnish particulars

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

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Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T 2.1.9

MBD 5

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

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

*

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

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

*YES / NO

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

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

2.2 If yes, provide particulars

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

*YES / NO

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

3.1 If yes, furnish particulars

.....
.....

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

*YES / NO

4.1 If yes, furnish particulars.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**T 2.1.10 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017 (MBD6.1)**

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

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

1. GENERAL CONDITIONS

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

1.2

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

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

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

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

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

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2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

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- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

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4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

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- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4.1 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.4.2 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.
- 5.4.3 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution: =(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 an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
- (i) what percentage of the contract will be subcontracted?%
 - (ii) the name of the sub-contractor?
 - (iii) the B-BBEE status level of the sub-contractor?

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[Tick applicable box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....
Registered Account Number

Stand Number

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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.

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- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

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/industrial_development/ip.jsp at no cost.

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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:**

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

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_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

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.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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.

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: (MHLONTLO LM):
.....

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;

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)	

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Local content %, as calculated in terms of SATS 1286:2011	
<p>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.</p>	
<p>(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.</p>	
<p>(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).</p>	
SIGNATURE: _____	DATE: _____
WITNESS No. 1 _____	DATE: _____
WITNESS No. 2 _____	DATE: _____

T2.1.11 Status of Concern Submitting Tender

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

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Co-operative



2. Information To Be Provided

	If the Tendering Entity is a:	Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: i) CIPRO CM 1 - Certificate of Incorporation ii) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers iii) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: 1. Such Sole Proprietary, or 2. Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

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1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
2. Include a copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered For Vat Purposes In Terms Of The Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

No

REGISTRATION NO:

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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**T2.1.12 AFFIX Proof of Registration with the Construction Industry Development Board
(In the applicable category or higher)**

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

2.1.13 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 3 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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity

- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
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Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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- i) authorizes 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 person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.1.14 DECLARATION OF TENDERS PAST SUPPLY CHAIN (SCM) PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct 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	<u>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?</u> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? is Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <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"/>

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4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	er 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"/>
4.5.1	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

T2.1.15 DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
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In terms of regulation 4(3) of the CONSTRUCTION REGULATIONS, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

3. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

4. Indicate which approach shall be employed to achieve compliance with the Regulations.
(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

5. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

6. Provide details of proposed training (if any) that will be undergone:

7. List potential key risks identified and measures for addressing risks:

.....

8. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

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YES	
NO	

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

T2.1.16 CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:..... SIGNATURE OF SIGNATORY.....

DATE:

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T2.1.17 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Date	Title or Details
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.18 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.1.19 SCHEDULE OF WORK SATISFACTORY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.1.20 SCHEDULE OF PLANT AND EQUIPMENT

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
TLB		
WATER CART		
GRID ROLLER AND SMOOTH ROLLER OR SELF PROPELLED VIBRATORY PAD-FOOT ROLLER (15T)		
GRADER		
EXCAVATOR		
TIPPER TRUCKS		
4x4 or 2x4 BAKKIES		
EXCAVATOR & MOBILE CRANE		
OTHER:		
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

<p>Commissioner of Oath</p> <p>Signature.....</p> <p>Date.....</p>	<p style="text-align: center;">Official Stamp</p>
---	--

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.1.21 SCHEDULE OF SUBCONTRACTORS (Local Subcontracting):

- a) By bidding on this bid, the bidder commits themselves to allocate a maximum of 30% of the work to EME OR QSE contractors.
- b) The bidder must submit a letter that indicates the percentage of work that will be allocated to EME OR QSE. This letter will serve as confirmation that the bidder commits themselves to allocate percentage of work to EME or QSE and will further be used for pre-compliance for evaluation process
- c) Bidders should note that a report should be submitted with each invoice, signed by the EME OR QSE contractor and MLM project representative, indicating the work performed by the EME OR QSE related to that particular invoice.
- d) Bidders that are categorised as EME OR QSE according to their B-BBEE status will be awarded full points for this criterion.
 - i) A tender subcontracting a maximum of 30% to –
 - ii) An EME or QSE which is at least 51% owned by black people.
 - iii) An EME or SQE which is at least 51% owned by black people who are youth.
 - iv) An EME or QSE which is at least 51% owned by black people who are women.
 - v) An EME or QSE which is at least 51% owned by black people with disabilities.
 - vi) A cooperative which is at least 51% owned by black.
 - vii) An EME or QSE which is 51% is at least owned by black people who are military veterans.
 - viii) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

The EME and QSE can be sourced from the Mhlontlo Local Municipality Database of Local SMME Contractors.

The Bidder hereby certifies that the Letter for work to be allocated to EME or QSE as required by the Bid, has been submitted and is attached after this page.

ATTACH THE LETTER AFTER THIS PAGE

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
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We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all Subcontractors who are contracted to construct a part of the road construction scope are registered with CIDB.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (CONTINUED)

Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.

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T2.2.1 MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
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T2.2.2 FINANCIAL REFERENCES

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

MLM/ES/AFQ&T-2020/21: Mhlontlo Local Municipality Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices

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

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

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

Rand.

..... (in words);

R..... (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and

address of

organization/)

tenderer

Name and
signature
of witness

Date

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Acceptance

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

The terms of the contract are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer Mhlontlo Local Municipality
96 Church street
Qumbu
5180

Name and signature of witness

Date

Schedule of Deviations

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Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

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

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

For the Tenderer:

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
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Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature of
witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Mhlontlo Local Municipality
Infrastructure Directorate
Project Manager Unit
Mhlontlo Local Municipality
96 Church street
Qumbu
5180

Name &
signature of
witness

Date

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

Confirmation of Receipt

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2b Contract Data

Part 2: Data provided by the Employer

General Conditions of Contract

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (GCC 2015 3rd Edition)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inc

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract for Construction Works, GCC 2015 3rd Edition, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is 6 months
1.1.1.14	The time for achieving Practical Completion is weeks (tenderer to state the time for completion) , inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is Mhlontlo Local Municipality
1.1.1.27	The Pricing Strategy is Re-measurement
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Client or delivered to the Contractor by the Client.

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1.1.1.36	<p>Letter of Notification" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.</p>				
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Physical address:</td> <td style="width: 50%;">Postal address:</td> </tr> <tr> <td>Mhlontlo Local Municipality 96 Church street Qumbu 5180 Tel: (047) 553 7000 Contact: Miss Z Pelse</td> <td>P. O. Box 31 Qumbu 5180</td> </tr> </table>	Physical address:	Postal address:	Mhlontlo Local Municipality 96 Church street Qumbu 5180 Tel: (047) 553 7000 Contact: Miss Z Pelse	P. O. Box 31 Qumbu 5180
Physical address:	Postal address:				
Mhlontlo Local Municipality 96 Church street Qumbu 5180 Tel: (047) 553 7000 Contact: Miss Z Pelse	P. O. Box 31 Qumbu 5180				
4.3.3	<p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>				
5.3.1	<p>The documentation required before commencement with the Works execution are:</p> <ol style="list-style-type: none"> 1 Health and Safety Plan (Refer to Clause 4.3) 2 Initial programme (Refer to Clause 5.6) 3 Security (Refer to Clause 6.2) 4 Insurance (Refer to Clause 8.6) 5 Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed 6 Compensation Insurer. 				
5.3.2	<p>The time to submit the documentation required before commencement with the Works execution is 14 days</p>				
5.4.3	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>				
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December and ending on 5 January 				

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5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <p>January 4 days February 4 days March 4 days April 4 days May 4 days June 2 days July 2 days August 2 days September 2 days October 4 days November 4 days December 4 days</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>
5.13.1	The penalty for failing to complete the Works is 0.1% of the contract value per day.
5.16.3	The latent defect period is 6 months .
6.2.1	The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum . The performance guarantee shall contain the wording of the document included in C1.3.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %
6.10.3	The limit on retention is: 5% of the Contract Price, if a Performance Guarantee is provided, and 10 % of the Contract Price, if a Performance Guarantee is not provided.
6.10.4	<p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Client shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is NIL

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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 Nil
8.6.1.3	The limit of indemnity for liability insurance is R 2,000,000.00
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is one.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is NIL.
6.8.2	Contract Price Adjustment: Is not applicable
5.5.1	The Works shall be completed within Nine Months maximum..
4.5	Variations to the Conditions of Contract are: <i>Add the following at the end of sub-clause 4.5:</i>
4.5.3	<p>The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), 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:</p> <ul style="list-style-type: none"> (i) 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 of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor 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 himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) 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 any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Client 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, to the Employer and Client, of such investigation, complaint or criminal charge.

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4.5.4	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Client, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
10	<p><i>Add the following to subclause 10.1 after "... Commencement Date", in line 4:</i></p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."</p>
11.1	<p><i>Add the following to subclause 11(1)(a) between "... site," and "the location ..." in line 1:</i></p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>

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Clause	The additiona 'I Conditions of Contract are:
4.6	<p><i>Add new subclause 4.6:</i></p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed; (i) “time-rated worker” means a worker paid on the basis of the length of time worked. <p>2 Terms of work</p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p>

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Clause	<p>3 Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p>4 Meal breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p>
4.6 (cont)	<p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5 Special conditions for security guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6 Daily rest period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours.</p> <p>The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7 Weekly rest period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).</p> <p>8 Work on Sundays and public holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker’s daily task rate, if the worker works for less than four hours; (b) double the worker’s daily task rate, if the worker works for more than four hours.

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Clause	
	<p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</p> <p>9 Sick leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days sick leave in a year.</p> <p>9.4 Accumulated sick leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual pay day.</p> <p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.</p>
4.6 (cont)	<p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10 Maternity leave</p> <p>10.1 A worker may take up to four consecutive months unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p>
4.6 (cont)	<p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> <p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following:</p> <p>(a) the worker's name and position;</p> <p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p>

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Clause	
	<p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p>
	<p>14 Payment</p>
	<p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p>
	<p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p>
	<p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p>
	<p>14.4 A time-rated worker will be paid at the end of each month.</p>
	<p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p>
	<p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
	<p>14.7 An employer must give a worker the following information in writing:</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
	<p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p>
	<p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p>
	<p>15 Deductions</p>
	<p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p>
	<p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p>
	<p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p>
	<p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or

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<p>Clause</p> <p>4.6 (cont)</p>	<p>(c) pay the employer or any other person for having been employed.</p> <p>16 Health and safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. <p>17 Compensation for injuries and diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>
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Clause	<p>19 Certificate of service</p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker."
42.2	<p><i>BETWEEN THE WORDS "the Client shall" AND "grant the Contractor" IN THE FIRST SENTENCE OF SUBCLAUSE 42.2 INSERT THE FOLLOWING: ", subject to such further provisions as may be stated in the Scope of Works,".</i></p> <p><i>REPLACE THE FULL STOP AT THE END OF THE PROVISO IN SUBCLAUSE 45(2) WITH A COMMA AND ADD THE FOLLOWING:</i></p> <p>"and provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods of 28 days referred to in Subclauses 48.1.1 and 48.1.2 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."</p>
42.4	<p><i>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN SUBCLAUSE (4) INSERT THE FOLLOWING:</i></p> <p>" , subject to such additional provisions (if any) set out in the Scope of Works,"</p>
49.1.8	<p><i>Add new subclause 49.1.8:</i></p> <p>"Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>

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Clause 42: The additional clauses to the General Conditions of Contract are:

Mentoring of learners

Definition

Mentor means an experienced and trusted advisor appointed by the Municipality and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.

Objectives of mentorship services

The Municipality's objective in appointing a Mentor is to:

- a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time;
- b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learnership Programme;
- c) capacitate Learner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and
- d) identify learners who do not satisfy the requirements of the EPWP Learnership Programme and as such be removed from the programme.

Authority of mentors

The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract.
(Compiler to include the following in all contracts falling under the EPWP programme)

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

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Part 2: Data provided by the Contractor

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil Engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data								
1.1.1.9	The name of the Contractor is:								
1.2.1.2	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:								
1.1.1.14	The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.								
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Type of security</th> <th style="text-align: center;">Contractor's Choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Retention of 10% of the value of the Works.</td> <td></td> </tr> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td></td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td></td> </tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Retention of 10% of the value of the Works.		Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"								
Retention of 10% of the value of the Works.									
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.									
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.									
6.5.1.2.3	The percentage allowance to cover overhead charges is%.								

C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the *general conditions of contract for construction works, third edition, 2015*, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, private bag x200, halfway house, 1685, at www.saice.org.za.

Herewith a copy of the pro-forma document.

C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the general conditions of contract for construction works, third edition, 2015, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, private bag x200, halfway house, 1685, at www.saice.org.za.

A copy of the pro-forma document reads as follows:

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Client” means:

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

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PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Client of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Client and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Client in an Interim of Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

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10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

**2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION
PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT**

**Failure to submit this applicable document will result in the Tenderer having to submit
same upon request within 7 calendar days and if not complied with, will result to the
tender offer being disqualified from further consideration**

2.1.1 PROOF PAYMENTS OF MUNICIPAL ACCOUNTS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

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T2.1.2 PROOF OF REGISTRATION WITH NATIONAL TREASURY SUPPLIER DATABASE

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.2.3 ESTIMATED MONTHLY CASHFLOW

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.4 PERSONNEL SCHEDULE

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T2.2 : 2C : PERSONNEL SCHEDULE		
Tenderer to insert number of personnel he proposes employing on this contract		
Job Description	Permanent Staff	Temporary staff from local community
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

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T2.2.5 Quality Management Systems

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
----------	----------	---

Survey:
Setting out of the works
and control

SANAS accredited
Testing Laboratory

Additional quality systems

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SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

- WITNESSES:**
- 1.
 - 2.

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T2.2.6 PRELIMINARY PROGRAMME OF THE WORKS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.2.7 CONTRACT ORGANOGRAMME

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.8 CURRICULUM VITAE OF CONTRACTS MANAGER

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.9 CURRICULUM VITAE OF SITE AGENT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.2.10 CURRICULUM VITAE OF GENERAL FOREMAN

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.2.11 CURRICULUM VITAE OF HEALTH AND SAFTY REPRESENTATIVE

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.2.12 ATTACH DETAILED COMPANY PROFILE

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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T2.2.13 ATTACH CERTIFIED ID COPIES OF DIRECTORS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

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3. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

C1.4 OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT No. 85 OF 1993), AND CONSTRUCTION REGULATIONS 2014 OR ANY AMENDMENT THERETO

THIS AGREEMENT made at

on this the day of in the year

between MHLONTLO LOCAL MUNICIPALITY hereinafter called "the Employer") of the one part,
herein represented by

.....
in his capacity asand delegate of the Employer in terms of the
Employer's standard powers of delegation pursuant to the provisions of Act,

and

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

.....in his
capacity as

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

WHEREAS the Employer requires certain works be constructed,

and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and Construction Regulations 2014 or any amendment thereto

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatoy shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either -

(a) the date of the Final Certificate issued in terms of Clause 5.16 of the General Conditions of Contract for Construction Works (2015) (hereinafter referred to as "the GCC"), or

(b) the date of termination of the Contract in terms of Clause 9.2 of the GCC.

3 The Mandatary declares himself to be conversant with the following:

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

(i) Section 8 : General duties of Employers to their employees

(ii) Section 9 : General duties of Employers and self-employed persons
to persons other than employees

(iii) Section 13 : Duty to Inform

(iv) Section 37 : Acts or omissions by employees or mandatories

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

(b) Construction Regulations (Government Notice R1010 18 July 2003) pertaining to the Mandatary and to all his Subcontractors, or any amendments thereto.

4 In addition to the requirements of Clause 8.1 of the GCC and all relevant requirements of this Volume 3: The Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act, and in accordance with the Construction Regulations 2014 or any amendments thereto.

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5. The Mandatory is responsible for the compliance with the Act and Construction Regulations 2014 or any amendments thereto by all his Subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or Subcontractors and/or their respective Employers will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Subcontractors.
8. The Mandatory undertakes that the following shall be submitted to the Employer before commencement of the works:
 - a) Health and Safety plan
 - b) Health and Safety specification including risk assessment
 - c) Hazard identification
 - d) Health and Safety budget (which should be included in tendered rates at the cost of the Mandatory).

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9. The Mandatary undertakes that on completion of the works, the Mandatary shall provide the Employer with a consolidated Health and Safety file (including drawings, designs, materials used, and other similar information).

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

ON BEHALF OF THE MANDATARY:

Signature _____ Date _____

Name _____ Place _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

ON BEHALF OF THE EMPLOYER:

Signature _____ Date _____

Name _____ Place _____

AS WITNESSES

Witness 1

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Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

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C1.5 DISCLOSURE STATEMENT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

PART C2: PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

- 1) The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2) The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Client is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6) Price or rate shall be entered against each item where provision is made for such pricing in the Schedule of Quantities whether quantities are stated or not and **no two or more items can be bracketed together for a single price or rate. Items which the Bidder wishes to offer for free shall be indicated by the digit zero (0) or the word Nil. Inserting a Dash (-) and or leaving the item rate blank is not acceptable and shall lead to disqualification of the Bid.** The Schedule of Quantities shall be completed in full in ink.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

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7) The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities.

8) For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

9) The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo-newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

10) Expanded Public Works Programme (EPWP) Implications

Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities or Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI

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are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

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

- 11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
- 12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
- 13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.
- 14) Where a particular make of item is specified, the words "or similar approved" shall mean approval by the Client in writing.
- 15) Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 16) Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment

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C2.2 BILL OF QUANTITIES

NB: The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

The BOQ must also be completed in full.

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MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
				Tendered for		
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 1 : PRELIMINARY AND GENERAL						
1.1.1	SABS 1200 A 8.3.1	FIXED CHARGE ITEMS Contractual Requirements	Sum	1		
1.2	8.3.2	Establishment of Facilities on the Site				
1.3	8.3.2.1	(a) Facilities for Engineer: Office and ablution unit, telephone, parking shelter and 2 name-boards.	Sum	1		
1.4	8.3.2.2	(b) Facilities for Contractor	Sum	1		
1.4.1	8.3.2.2	a) Offices with boardroom for meetings and storage sheds	Sum	1		
1.4.2	8.3.2.2	e) Ablution facilities	Sum	1		
1.4.3	8.3.2.2	f) Tools and equipment	Sum	1		
1.4.4	8.3.2.2	g) Water supplies, electrical power and communications	Sum	1		
1.4.5	8.3.2.2	h) Dealing with water	Sum	1		
1.4.6	8.3.2.2	j) Security measures and services	Sum	1		
1.5	8.3.3	Other Fixed-charge Obligations	Sum	1		
1.6	8.3.4	Removal of Site Establishment	Sum	1		
1.7	8.4	SCHEDULED TIME-RELATED ITEMS				
1.7.1	8.4.1	Contractual Requirements				
1.7.2	8.4.2	Operation and maintenance of Facilities on the Site, for Duration of Construction				
1.7.3	8.4.2.1	Contractual Requirements	Month	2		
1.7.3.2		Establishment of Facilities on the Site				
		(a) Facilities for Engineer: Office and ablution unit, telephone, parking shelter and 2 name-boards.	Month	2		
		(b) Facilities for Contractor	Month	2		
		a) Offices with boardroom for meetings and storage sheds	Month	2		
		e) Ablution facilities	Month	2		
		f) Tools and equipment	Month	2		
		g) Water supplies, electrical power and communications	Month	2		
		j) Security measures and services	Month	2		
1.8	8.4.3	Supervision for Duration of Construction	Month	3		
1.9	8.4.4	Company and Head Office Overhead Costs for the Duration of the Contract	Month	2		
1.10	8.4.5	Other Time-related Obligations	Month	2		
TOTAL CARRIED FORWARD						

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MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
BROUGHT FORWARD						
1.11	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.11.1		b) For works to be done by Employer				
1.11.1.1		(1) Acceptance Control Testing	P.Sum	1	R 15,000.00	R 15,000.00
1.11.1.2		(2) Overheads, Charges and profit on Item (1) above	%	R 15,000.00		
1.12		Occupation Health and Safety				
1.12.1	PSA 8.3.7	Allow for all costs involved with complying with the Occupation Health and Safety Act	P.Sum	1	R 50,000.00	R 50,000.00
1.13		Environmental Management Programme				
1.13.1		Allow for all costs involved with complying with the Environmental Management Programme	P.Sum	1	R 150,000.00	R 150,000.00
1.13		Community Liaison Officer				
1.13.1	PSA 8.4.5	Allow a Provisional Sum for the appointment of a CLO	P.Sum	1	R 12,000.00	R 12,000.00
1.14		PSC Meeting				
1.14.1		Reimbursement of PSC for attending monthly meetings	P.Sum	1	R 5,400.00	R 5,400.00
1.15		Overhead charges and profit on 1,13 and 1,14 above	%	R 17,400.00		
1.17		<u>Dayworks</u>				
1.18		Labour	P.Sum	1	R 10,000.00	R 10,000.00
1.18.1		Percentage adjustment on item above	%	R 10,000.00		
1.19		Materials	P.Sum	1	R 5,000.00	R 5,000.00
1.19.1		Percentage adjustment on item above	%	R 5,000.00		
1.20		Equipment	P.Sum	1	R 5,000.00	R 5,000.00
1.20.1		Percentage adjustment on item above	%	R 5,000.00		
1.22		<u>Existing services</u>				
1.23		Survey by Engineer: Setting out and Check levelling	P.Sum	1	R 15,000.00	R 15,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
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MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 2D : EARTHWORKS - Tsolo Ablusion block						
2.1	SABS 1200 D	BULK EXCAVATION				
2.1.1	8.3.2	a) Excavate in all materials and reuse for embankment/terrace compacted to 90% MOD AASHTO maximum density in 300mm layers	m ³	43.2		
		b) Extra-over item 2.2.1 for excavation in:				
2.2		Intermediate material	m ³	12.96		
2.3	8.3.4	Importing of material				
	1200 DA	EXCAVATION (Small Works)				
2.4	8.3.2	Excavate in all materials and use as backfill compacted to 95% Mod AASHTO maximum density in 150mm layers, or dispose of off-site, for:				
2.4.1		150mm thick G7 (or similar approved) fill material from commercial sources below surface beds, compacted to 87% Mod AASHTO maximum density	m ³	21.6		
2.4.2		250micron DPC below surface bed placed on 20mm sand layer	m ²	72		
TOTAL CARRIED TO SUMMARY PAGE						

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Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 3: EARTHWORKS, SUBGRADE AND SEGMENTED PAVING AROUND TSOLO ABLUSION BLOCK						
3.1	SABS 1200 DM	SITE CLEARANCE				
3.1.1		Clear site	m ²	300		
3.2		TREATMENT OF ROAD-BED				
3.2.1	8.3.3(a)	Road-bed preparation and compaction of material				
		Compact to 90 % mod. AASHTO maximum density	m ³	300		
3.3	8.3.12	OVERHAUL				
3.3.1		Extra-over item 12.18.1 for hauling material in excess of the haul of 1,0 km	m ³ .km	72		
3.4	8.3.16	GRAVEL SURFACING				
3.4.1		Gravel surface layer	m ³	72		
	SABS 1200 DM	CONSTRUCTION BELOW DESIGNATED TOP OF SUBBASE				
3.5		Earthworks, subgrade and subbase				
3.5.1		Construct foundation layers for Areas 1, 3 and 4 as shown on Dwg. to the applicable tolerances given in Subclause 6.2 of SABS 1200 MJ	m ³	72		
3.5.2	8.2.2	CONSTRUCT PRECAST CONCRETE SEGMENTED PAVING complete on Areas 1 - 3 as shown on Dwg. ..., pattern to approval				
		a) on Area 1, Type S-A units	m ²	300		
		Figure 3 barrier kerbs	m	21		
		Figure 11 barrier kerbs	m			
		Concrete V-drain	m	15		

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 4: PIPE TRENCHES CONNECTING TO NEARBY EXISTING SEWER LINE AT TSOLO						
	1200 DB	EXCAVATION (Pipe Trenches) for pipe connection into existing water source				
4.1	8.3.2	Excavate in all materials for trenches, backfill, compact and dispose of unsuitable materials For pipes up to 900mm diameter for depth:-				
4.1.1		a) 0 to 1m	m ³	400	R 150.00	Rate only
4.1.2		b) 1 to 2m	m ³	20		Rate only
4.2		Extra-over item 2.5.1 for for excavation in:				
4.3		Intermediate material	m ³	120		Rate only
4.4	1200 LB	BEDDING From commercial sources				
4.4.1	8.2.2.3	a) Selected granular material	m ³	350		Rate only
TOTAL CARRIED FORWARD TO SUMMARY						

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 5: CONCRETE WORKS AT TSOLO ABLOSION BLOCK						
	SABS 1200 G	SECTION 5: CONCRETE WORKS FOR ABLUTION UNIT IN TSOLO OFFICES				
5.1	8.1.3	CONCRETE				
	8.4.3	Strength concrete: 25 MPa/19mm				
5.1.1		Wall Footing/Foundations:	m ³	6.75		
5.1.2		125mm Reinforced concrete surface bed	m ³	12		
5.1.3		160mm Reinforced concrete roof slab	m ³	17.28		
5.1.4		75mm concrete apron slab with saw cut joints at 1.2m maximum spacing	m ³	12		
5.2	8.1.1	FORMWORK				
5.2.1		To sides of roof slabs etc.	m ²	101		
5.3	8.1.2	REINFORCEMENT				
5.3.1		Mild steel bars				
5.3.1.1		a) R8 to R12	t	0.28		
5.3.2	8.3.1	High-tensile steel bars				
5.3.2.1		a) Y10 to Y25	t	2.8		
5.3.3		Hight Tensile Welded Mesh				
5.3.3.1		Reference No 193	m ²	200		
5.4		SURFACE FINISHES				
5.4.1		Steel float finish	m ²	232		
TOTAL CARRIED FORWARD TO SUMMARY						

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 6: BUILDING WORKS						
	SABS	SECTION 4: BUILDING WORKS AT TSOLO ABLUSION BLOCKS				
6.1	PB4.1	BRICKWORK (7MPA)				
6.1.1		Supply and construct 230mm brick wall, up to 1m high, clay bricks, with brickforce every 3rd layer, DPC at floor level, filling where applicable	m ²	40		
6.1.2		230mm facebrick wall, up to 4m high, clay bricks, complete with wallties, brickforce every 3rd layer, DPC at floor level and around door and windows and all lintols	m ²	120		
6.1.3		110mm brick wall, up to 3m high, clay bricks, complete brickforce every 3rd layer, DPC at floor level and around door and windows and all lintols	m ²	45		
6.2	PB4.2	PLASTER				
6.2.1		12mm thick smooth plaster finish to receive paint	m ²	108		
6.2.2		12mm thick smooth plaster finish to receive tiles	m ²	65		
6.3	PA5.17	PAINTING				
6.3.1		Painting of plastered wall with 1 x base coat and 2 x finishing coats Pure Acrylic PVA or similar approved of approved colour	m ²	126		
6.4	PA5.8	TILING				
6.4.1		Supply and fix 200x200mm white ceramic tiles to walls, including all grouting, jointing and corner trims	m ²	70		
TOTAL CARRIED FORWARD						

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 6: BUILDING WORKS CONTINUED						
6.5	PA5.14	RAINWATER GOODS				
6.5.1		75x75 mm square PVC Box Gutters	m	36		
6.5.2		75 x 75 mm square PVC box downpipes	m	12		
6.6		PLUMBING AND DRAINAGE				
6.6.1	PC7.1	Cold water installation from 1m outside of building, including water meter, isolation valve and all internal pipework to delivery points according to layouts on the drawings	P.Sum	1	R 30,000.00	R 30,000.00
6.6.2	PC7.2	Plumbing and drainage installation according to layouts on the drawings, including all floor drains, gullies, P-Traps, Junctions etc as required	P.Sum	1	R 30,000.00	R 30,000.00
6.7		ELECTRICAL INSTALLATION				
6.7.1		Electrical Installation for interior: Automation of doors, lighting and water heating to building and connection to the nearest power line/solar panels as an alternative source below	Prov Sum	1	R 150,000.00	R 150,000.00
6.8		Alternative solar power or wind turbine and related technologies	Prov Sum	1	R 120,000.00	R 120,000.00
6.9		Coat Hooks	No	32		
6.10		Towel Rails	No	2		
TOTAL CARRIED FORWARD						

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 6: BUILDING WORKS CONTINUED						
BROUGHT FORWARD						
6.11		Grab Rails	No	6		
6.13	PA7.3	SANITARY FITTINGS				
		Sanitary fittings according to details on finishing schedule				
6.13.1		Wash hand Basins with taps	No	6		
6.13.2		Soap Dispensers	No	6		
6.13.3		Toilet Paper Holders	No	8		
6.13.4		Paper Towel Dispenser	No	6		
		DOORS AND WINDOWS				
6.14	PA5.1	Doors as per details on door and window schedule				
6.14.1		D1	No	8		
6.14.2	PA5.2	Windows as per details on door and window schedule, including glazing				
6.14.3		W1	No	10		
TOTAL CARRIED TO SUMMARY						

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 7: MEDIUM PRESSURE PIPELINE FROM WATER PIPES, RAINWATER TANKS, BOREHOLE TO ABLUSION FACILITIES						
7	SABS L					
7.1	8.2.1	Supply, lay, join and cuttings, and bed with class C uPVC class 9 pipes complete with couplings, incl cut pipes to length where required, test and disinfect	m			Rate only
	New rate	i) 75mm diameter	m			
	8.2.4	(b) 25mm Class class 10 Hdpc pipe Extra-over item 8.2.1 for supply of fittings, cutting and connecting into the existing water main and fixing of extra couplings:	No			Rate only
7.2		a) 90mm Diameter existing main	No			Rate only
7.3	8.2.3	Extra-over item 8.2.1 for the supply and installation of water meter assembly complete as per standard detail	No			Rate only
7.4	8.2.11	Anchor/Thrust Blocks	m ³			Rate only
		a) 20/19 concrete				
7.5		VALVES				
		Supply, gate valve box or ins- tall on concrete support, joint, incl cut pipes where necessary, test. Right hand closing with rising spindle, with handwheel/cap top.	No			Rate only
7.6		Supply, air valve box or ins- tall on concrete support, joint, incl cut pipes where necessary, test. Right hand closing with rising spindle, with handwheel/cap top.	No			Rate only
	8.2.13	VALVE CHAMBERS AND MANHOLES:				
7.7	8.2.14	Valve chamber	No.			Rate only
7.8		Hydrant chamber	No.			Rate only
7.9		2x Alternative water sources and related work at Tsolo and Qumbu: Borehole location, drilling of borehole, pump station construction, equipping of pump station, construction and pipe work.	P.Sum	1	R 560,000.00	
	Detailed Cost breakdown	Other cost breakdown from the above item 8.2.14				
		Eleveted tanku at Tsolo and Qumbu respectively	P.Sum	1	R 350,000.00	
		Borehole				
		(a) direct Fee	item			
		(Contractors mark up)	%			
		Security House	item			
		fencing	m			
		Pipe work: (a) Excavations And Backfill	m			
TOTAL CARRIED FORWARD TO SUMMARY						

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 8: SEWERS						
8	SABS LD	SEWERS				
8.1		Septic tank as per drawing	Prov Sum	1	R 75,000.00	R 75,000.00
TOTAL CARRIED FORWARD TO SUMMARY						R 75,000.00

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

MHLONTLO LOCAL MUNICIPALITY						
BID NO:						
Construction of Mhlontlo LM Emergency Water and Sanitation intervention						
TSOLO AND QUMBU OFFICES						
Cost Estimates:						
Item Ref	Pay. Ref	Description	Unit	Qty	Rate	Amount
SECTION 9: STORMWATER DRAINAGE						
9	SABS LE	SECTION 5 : STORMWATER DRAINAGE				
9.1	8.2.1	Supply and lay 600mm diameter 100D concrete pipe culverts on class C bedding	m		R 1,500.00	Rate only
	8.2.8	Supply and install manholes and catchpits complete as per standard detail				
9.2		For depths 1 to 2m	No		R 4,000.00	Rate only
9.3		Supply and install headwall to storm water inlet and outlet as per standard detail	No		R 5,000.00	Rate only
		Herringbone Subsoil Drainage Pipes in subsoil drainage systems: Pitch-fibre pipes and fittings complete with couplings				
9.4		100mm internal dia. perforated	m		R 50.00	Rate only
TOTAL CARRIED FORWARD TO SUMMARY						

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices

MHLONTLO LOCAL MUNICIPALITY BID NO: Construction for Emergency Water and Sanitation intervention TSOLO AND QUMBU OFFICES Cost Estimates: <u>SUMMARY OF SECTIONS</u>		
SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2D	SECTION 2D : EARTHWORKS - CHANGEROOMS	
3	SECTION 3: EARTHWORKS (ROADS, SUBGRADE AND SEGMENTED PAVING FOR PARKING AREA)	
4	SECTION 4: PIPE TRENCHES	
5	SECTION 5: CONCRETE WORKS FOR ABLUTION UNIT IN TSOLO OFFICES	
6	SECTION 6: BUILDING WORKS	
7	SECTION 7: MEDIUM PRESSURE PIPELINE	
8	SECTION 8: SEWERS	
9	SECTION 9: STORMWATER DRAINAGE	
	NETT TOTAL OF TENDER	
	ADD CONTINGENCIES AT 5% OF NETT TOTAL	
	SUB TOTAL1	
	ADD VAT AT 15%	
	TOTAL ESTIMATED TENDER SUM	

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

To provide Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices of Mhlontlo Local Municipality by refurbishing and providing reliable water and sanitation to meet acceptable standard of service as regulated by Department of Water Affairs.

1.2 Overview of the works

The Works entails boosting water provision by borehole augmentation and additional water storage capacity over and above existing but unreliable water by ORTDM and old Mhlontlo LM water infrastructure.

1.3 Extent of the works

The infrastructure to be developed includes the following scope of work:

- 2x boreholes at Mhlontlo LM Tsolo and Qumbu offices
- Upgrading ablution Facilities (Ladies, Gentlemen and Paraplegic) at Qumbu offices.
- Provision of new ablution facility at Tsolo office – Mhlontlo LM.
- General works at Qumbu and Tsolo offices as instructed by Employer.

The above description is not necessarily complete and shall not limit the work to be carried out.

1.4 Location of the works

The project areas are located at Tsolo Town and Qumbu Town respectively under jurisdiction of Mhlontlo Local Municipality within ORT District Municipality (ORTDM), Eastern Cape.

1.3 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

2 Drawings

The following drawings are provided by the Engineer.

<u>DRAWING NO</u>	<u>TITLE</u>
100-110	Layout/Plans
110-130	Details - Sheet 1 of 2

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices

3 Procurement

3.1 Preferential procurement procedures

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

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour- and labour-intensive construction methods.

4 Applicable SANS Standards for Construction Works

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

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises

SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures

SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures

SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)

SANS 1914 5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour

SANS 1914 6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices

5. **Applicable National and International Standards**

- The Guidelines for the Provision of Engineering Services in Residential Townships
- The SABS 1200 Specification during construction
- The SABS 0400 - The Application of the National Building Regulations
- The SABS 0160 – The General Procedure and Loadings to be adopted in the Design of Buildings
- The SABS 0161 – the Design of Foundations for Buildings

For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

Including all revisions and conversions to applicable SANS Standard Specifications. In addition, the following particular specifications shall apply:

PA	Metal, Timber, Paint and Ancillary Works
PB	Brickwork and Masonry
PC	Plumbing Services

6. **Particular / Generic specifications**

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The scope of works includes but not limiting the following: 2x boreholes, refurbishment of ablutions, new abluion facility and service connections (Water) and other related services.

PS 2 DESCRIPTION OF SITE AND ACCESS

The site are secured yards in Town at Tsolo Town and Qumbu Town respectively under jurisdiction of Mhlontlo Local Municipality within ORT District Municipality (ORTDM), Eastern Cape

The vegetation is generally a combination of paved surfaced and short to medium grass cover surrounded by the built up areas mostly business centres.

There are existing services near the site therefore precautionary measures must be taken to locate those otherwise it must be expected to cause major construction constraints.

Access to the site is made easy by national roads proximity i.e. N2 for Qumbu and R396 through Tsolo.

PS 3 DETAILS OF CONTRACT

The Contract includes the following construction work:

2x boreholes at Mhlontlo LM Tsolo and Qumbu offices to augment water supply into Ablution Facilities (Ladies, Gentlemen and Paraplegic) at Qumbu offices and proposed abluion facility at Tsolo office – Mhlontlo LM.

General works at Qumbu and Tsolo offices as instructed by Employer

Building works for Ablution units/changerooms - Strip Footing & Pits Excavations, concrete slab, roofing, Brick laying and Plastering.

The above description is not necessarily complete and shall not limit the work to be carried out.

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

PS 4 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data, and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time Related charges for these days.

The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 14 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cash flow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit, or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided for in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point, nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water in the area and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for a shortage of water at the allocated supply point due to any cause whatsoever, nor for additional costs incurred by the Contractor as a result of such shortage.

**Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices**

PS 5.2 Source of Power Supply

The nearest power supply line is some 500m away from the site. The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer. The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 Construction Method

It is a requirement of this Contract that labour intensive construction methods be utilised wherever possible and the Contractor shall therefore be required to plan his activities to maximise the use of local labour and small Contractors. The principal Contractor is to negotiate with the small Contractors to conduct portions of the works as sub contractors. The Client is to approve the appointment of each sub contractor. It will be the principal Contractor's responsibility to empower and train the small contractors on the site. The Contractor is to take care that the elements of work which he intends to allow small contractors to perform will not impact negatively on the critical path of the Construction Programme. If there is non-performance by the sub-contractor, claims for extension of time will not be entertained in this regard. The rates tendered shall cover the full cost of complying with the above requirements. Details of the proposed utilisation of small sub-contractors are to be included in the Bid.

The Contractor shall take note that the resident community of the affected villages may have the expectation that work in their area will be undertaken using a workforce drawn from their area.

To avoid any problems in this regard the Contractor shall use the community facilitators employed, the Community Liaison Officer to timeously reach mutually acceptable employment agreements with any affected communities.

PS 7.2 Communication with Residents

A Project Steering Committee will be formed from the interested and affected parties to act as the communication channel between the Contractor and the residents. This Project Steering Committee will also be assisted by the Community Liaison Officer appointed by the Contractor.

The Contractor shall use the Labour Liaison Officer, and the Project Steering Committee to timeously reach mutually acceptable employment agreements with the affected communities.

PS 7.3 Machine and Hand Operations

Machine Operations:

The following are the anticipated construction methods to be used by the Contractor for the implementation of the project.

- Importation of materials from commercial sources
- Spreading of material obtained from commercial sources
- Compaction and processing of this material
- Hard rock excavation

Hand Operations:

- Clearing and grubbing of the site
- Excavation
- Laying pipes
- Concrete work
- Spreading of pavement materials

The use of mechanical equipment for any other activities will be permitted only with approval of the Engineer.

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices

PS 7.4 Empowering Emerging Sub-Contractors and Local Labour

It is the intention to make the maximum possible use of the local labour force, which is at present unemployed. Local is defined as the area within the boundaries of the Municipality.

The Contractor shall be expected to limit the use of non local persons to this permanent core of key personnel only and shall submit with his Bid, a statement that details his intention with respect to the employment and training of local labour as well as listing the number of key personnel. Reference is made to the list of Returnable Documents. The statement will be taken into consideration in the adjudication of the tender. Of special relevance will be the Contractor's intentions with respect to the employment and training of potential small sub-contractors.

PS 7.5 Public Safety

The Contractor shall, at all times, ensure that his operations do not endanger any member of the public. The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricading and/or fencing. All barricading and trench shoring are to be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. No street crossing shall be left open overnight and temporary cross over access shall be provided to all stands affected.

PS 7.6 Sand and dust control

The Contractor shall, for the duration of the Contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

PS 7.7 Existing Services

The Contractor shall ensure that, prior to construction, all the necessary Record Drawings for all services have been obtained and verified by the relevant Service Providers in the Contractor's presence.

The Contractor shall take whatever precautions are required to protect existing services from damage during the period of the Contract. Any damage to, and resulting damage from activities resulting in loss, on services indicated on the drawings shall be for the Contractor's account.

PS 7.8 Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information.

The Engineer may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer will be for the account of the Contractor.

PS 8 SPOIL SITE

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer.

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices

PS 9 CONSTRUCTION REGULATIONS, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014.

Non compliance with these regulations, in any way whatsoever, will be adequate reason for the suspension of the Works by the Engineer.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification of the Construction Regulations 2014, which is bound into the Contract document.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

PS 10 LABOUR INTENSIVE WORK

The guiding principles upon which this is based include:

- Create employment opportunities for the local community
- Emphasis be given to the employment of women who are the single head of households and have dependants.
- Employment opportunities be given to local emerging Sub Contractors.

In line with the above, the following targets have been set in order to reach objectives and this contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used with a minimum of **30%** of the project budget (i.e. contract award value) to be spent on local community labour.
- **Women** are to make up at least **20%** of the **Total Local Labour** employed on each project with an emphasis on "Women who are the single head of households and have dependants".
- **Disabled persons** are to make up at least **1.5%** of the **Total Local Labour** employed.
- **Youth** (above school going age and below 36) are required to make up at least **15%** of the **Total Local Labour** employed.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. Local is defined as the area within the municipal boundaries of the project. The rates tendered shall cover the full cost of the all labour intensive work.

Furthermore, the Tenderer is required to complete the statement of intent relating to the use of local labour. This statement is required to indicate the methods which the contractor intends employing to achieve the employment targets. the contractor shall be expected to limit the use of non-local persons to his permanent core of key personnel only. The table ATTACHED IN the list of Returnable Documents should also be completed in full for tender purposes. The statement will be taken into consideration in the adjudication of the tender.

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices

PS 11 FINISHING AND TIDYING

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, material, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant work in the area(s) concerned.

PS 12 RECORDING OF WEATHER

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

PS 14 UNAUTHORISED PERSONS

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

PS 15 MANAGEMENT MEETINGS

The Contractor is to allow in his rates to attend the following management meetings

- 1 Site Meeting per month
- 2 Community Meetings per month
- 1 Health and Safety and Environmental audit meeting per month
- 1 Health and Safety monitoring meeting per month

PS 16 FORMS FOR CONTRACT ADMINISTRATION

The Contractor will be required to keep, as a minimum, the following records on site for the duration of the Contract

- Site Diary
- Site Request book
- Site Instruction book
- Occupational Health & Safety file

PS 17 ELECTRONIC PAYMENTS

Mnquma Municipality will decide on the method of payment.

PS 18 DAILY RECORDS

The Contractor will be required to keep, as a minimum, the following daily records on site for the duration of the Contract

- Plant on site
- Personnel on site
- Weather conditions
- Safety issues
- Work activities conducted

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at
Tsolo And Qumbu Offices

PS 19 PAYMENT CERTIFICATES

The Contractor is required to submit the following information with payment certificates to expedite verification and certification by employer.

- Proof of payment of local labour
- Proof of payment of suppliers
- Proof of ownership of materials on site

PS 20 PERMITS

No permits are required to carry out the normal construction activities

PS 21 PROOF OF COMPLIANCE WITH THE LAW

Requirements for compliance with CIDB registration and a SARS Certificate of Good Standing are to be provided with the Bid.

STANDARDIZED SPECIFICATIONS

PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for Civil Engineering Construction of the South African Bureau of Standards (SABS 1200). This publication is available from the South African Bureau of Standards, as amended, shall apply to this contract. The amendments are those issued by SABS 1200 and reproduced in Part B1, together with additional amendments as set out in Part B2.
2. The General Conditions of Contract applicable to this contract are the “General Conditions of Contract for Work of Civil Engineering Construction” (2015) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
3. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), are synonymous.
4. The terms “Project Specifications” and “work Specifications”, are synonymous.

**C3.1 CONSTRUCTION
WORK SPECIFICATION**

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Including all revisions and conversions to SANS Standard Specifications

In addition the following particular specifications shall apply:

- PA Metal, Timber, Paint and Ancillary Works
- PB Brickwork and Masonry
- PC Plumbing Services

PART A: STANDARD SPECIFICATIONS

The Standard Specifications for Civil Engineering Construction of the South African Bureau of Standards (SABS 1200). This publication is available from the South African Bureau of Standards, as amended, shall apply to this contract. The amendments are those issued by SABS 1200 and reproduced in Part B1, together with additional amendments as set out in Part B2.

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The terms “Project Specifications” and “work Specifications”, are synonymous.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SCOPE OF WORKS

PART A: GENERAL

1. MISCELLANEOUS

The scope of works form an integral part of the Contract documents and supplement the standard specifications.

In the event of any discrepancy with any part of the standard specifications, the schedule of quantities or drawings, the project specifications shall take precedence.

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

2. PROJECT DESCRIPTION

2.1 Description of the Works

The description of the project contained in this section is merely an outline of the works and shall not limit the works to be carried out under this contract. The estimated quantities for each section of the work to be carried out under this contract are listed in the schedule of quantities bound in this volume.

2.2 Materials

2.2.1 Availability of materials

(a) **Topsoil**

Topsoil shall be carefully removed, stockpile and re used for grassing as instructed.

(b) **Natural gravel for earthworks**

Gravel material used for construction of the sports fields shall be obtained from the local borrow pit.

(c) **Sand for concrete**

Sand shall be obtained from commercial sources.

(d) **Water sources**

Water availability shall be negotiated with surrounding community and local authorities. Responsibility will be on the Contractor to determine the suitability of water for use in construction of the layer works and/or structures.

3. DRAWINGS

The reduced drawings that form part of the bid document shall be used for bid purposes only.

The successful Contractor will receive three sets of construction drawings. The Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which the Engineer's Representative requires to complete his "as built" drawings, shall be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

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

The Contractor shall submit final levels to the Engineer for confirmation before commencing to subsequent pavement layers. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

4. POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements concerning the supply of electrical power, i.e. Eskom connection or generated power, (generators kW capacity to be approved by the Engineer) and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts bid for the various items of work for which these services are required.

5. CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas. Except where provided for in the Specifications, no additional payment will be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the bid rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

6. CONTRACTOR'S CAMP SITE

6.1 Establishment

The establishment of all labour, plant and materials on Site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility.

6.2 Communications

The Contractor shall provide and maintain a continuous means of on Site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with cellular phones as required. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

7. SECURITY

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for the security of the areas around the Engineer's offices and the laboratories.

8. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

8.1 Environmental Management

The Contractor shall be responsible for implementing and managing an Environmental Management Plan in terms of Part C of the Scope of Works.

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan. The Engineer will indicate an Environmental Controller who, in addition to his normal duties, will have direct responsibility for the liaison with the Contractor and the Engineer to ensure the implementation and monitoring of the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Part C of the Scope of Works. The Contractor shall prepare a detailed Method Statement to the Environmental Controller detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his cost and to the satisfaction of the Engineer.

8.2 Occupational Health and Safety (OHS)

The Contractor shall comply to the OHS Act 1993 (Act 85 of 1993), as well as the specifications contained in Part H of the Scope of Works, including the HIRA (Hazard Identification and Risk Assessment).

9. PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES

It is recommended that as much of the construction work as possible be undertaken by Small, Medium and Micro Enterprises (SMME's). For this purpose SMME's shall be employed wherever possible and feasible for specific selected works.

10. TRAINING

It is recommended that the employees of the Employer and also labourers employed locally shall receive accredited training which shall consist of on-the-job training and formal classroom lectures in order to increase their level of competency and to enhance their ability to secure future employment.

The Contractor will be responsible for normal in-service training of his own permanent employees and he shall allow therefore in his bid rates and prices. Provision is however made in the bid documents for additional special training of employees of the Employer, emerging Contractors and local labour as necessary and for this purpose a provisional sum is provided for training as directed by the Engineer.

Training shall be in accordance with the Construction, Education and Training Authority (CETA), training programmes and as directed by the Engineer. Training shall be done by accredited training

personnel and the Contractor shall allow in his programme and bid rates and prices for his employees to attend formal lectures and training sessions during working hours. Salaries paid to workers for hours attending classroom-training sessions during working hours, may be recovered from the amount provided in the Schedule of Quantities for training. Salaries paid to workers for hours spent on-the-job training will not be refunded.

The attendance at and completion of each course by members of the local community must be certified by the CETA and copies of such certificate, are to be submitted to the Engineer.

11. CONTRACT PARTICIPATION GOAL

11.1 Targets

The Employer has determined the minimum Contract Participation Goal for this Contract to be as follows:

		Min	Max
TP4 (APP4)	Targeting of Local Resources	5 %	10 %

The Target Area for TP4 (APP4) is the area within a radius of 50 km from the centre of the project to be constructed for this contract.

11.2 Weighing factors

Weighing factors, which shall apply in calculating points scored by the Contractor, are summarised in the Appendix to Bid (see Section 8).

12. REPORTING REQUIREMENTS

The Contractor shall, together with the Engineer's Representative, on a fortnightly basis, draw up and submit to the Engineer a fortnightly Progress Report to be delivered at the fortnightly site meeting.

The Report shall detail:

Progress measured against the approved programme

Value of work done and a cash flow prediction for the remainder of the Contract.

Labour returns as required by the Employer.

Plant Schedule

Occupational Health and Safety report including accident statistics.

Any pending claims

Rain days and other delays

A report from the Community Liaison Officer

Any other reports requested by the Employer or Engineer.

SCOPE OF WORKS

Status:

Should the Variations and Additions to the Standardized Specifications conflict with any requirements of the Standardized Specifications listed under Clause B1 the Variations and Additions to the Standardised Specifications shall be binding.

PSA GENERAL

PSA1 MATERIAL

PSA1.1 Quality of Materials and Workmanship (Clause A3.1)

Unless otherwise specified, directed or approved, all materials and workmanship on the Works shall comply with the appropriate SABS Specification or Code, or in absence thereof, the appropriate BS Specification or Code, and shall bear the official mark of the appropriate standard. The latest revisions of all specifications and codes shall apply as well as all conversions from SABS to SANS Specifications.

All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.

All storage, handling, transport, erection or installation of plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the Engineer's notice by the Contractor.

Any specification listed in this Project Specific Specification shall be overruled by the applicable SAB RAM standard. Any conflict between these specifications and the SAB RAM standard shall be brought to the Engineer's attention immediately.

PSA3 CONSTRUCTION

PSA3.1 Setting Out of the Works (Clause A5.1.1)

The Contractor shall check the levels of all the pegs and any discrepancies regarding the levels shall immediately be brought to the attention of the Engineer. No pegs shall be removed without the written permission of the Engineer and any pegs which interfere with the Works and are removed with the Engineer's consent shall be suitably referenced by the Contractor to the satisfaction of the Engineer before the same are removed for construction purposes.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The Contractor shall therefore notify the Engineer immediately after any preliminary setting out of any portion of the Works has been done and before detailed setting out or construction work has been commenced. Only after approval of that portion of the Works by the Engineer may the detailed setting *out and* construction be commenced. All setting out shall be done from reference points specified on the drawings.

PSA3.2 Services (Clause A5.4)

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or re-routing shall be made by the Contractor.

PSA3.4 Survey Assistants and Materials

The Contractor shall make available to the Engineer two suitably educated survey assistants for use on and about the Site at all reasonable times. The Contractor shall supply all pegs and concrete, together with the necessary labour for excavation, mixing, and placing as and when required.

PSA4 MEASUREMENT AND PAYMENT

PSA4.1 Fixed-Charge and Value - Related Items (Clause A8.2.1)

The sums contracted in respect of fixed-charge and value-related items shall not be increased should extension of time be granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items, excluding the item for removal of site establishment, will be limited to a combined maximum of 7,5% of the Contract Sum for the Works and the balance, if any, will be paid after 50% of the Contract Sum for the Works has been certified for payment.

PSA4.2 Setting Out of Works (Clause A8.2.1)

Cost in connection with setting out of the Works shall not be paid separately and shall be included as overhead costs in the rates and prices in the Schedule of Quantities.

PSA4.3 Time-Related Items (Clause A8.2.2)

The sum Contracted in respect of a time-related item will be increased should extension of time be granted for the completion of the Works, provided that the activity for which the relevant sum was contracted has to be maintained during the extended period. The relationship between the increased sum for a time related item to the Contracted sum for such item, shall be the same as the relationship of the extended time for completion of the Works to the original time allowed for completion of the Works.

PSA4.4 Watching, Barricading, Lighting and Traffic Crossings (Clauses A8.2.1 and A8.2.2)

All fixed-charged and time related costs relating to watching, barricading, lighting, traffic crossings and access routes required shall be included in the amount for the relevant "Other Obligations".

PSA4.5 Telephone (Clause A8.2.1 and A8.2.2)

All costs relating to the telephone calls and telephone rental shall be included in the relevant amounts in the Schedule of Quantities for the telephone.

PSA4.6 Testing (Clause A8.5)

The cost of all sampling and testing to be carried out by the Contractor or by approved laboratories shall be included in the sum for "Other Time Related Obligations" and no separate payments will be made in connection therewith. This also applies to the casting, curing and testing of concrete test cubes.

Control testing by the Engineer will be paid for from the Provisional Amount in the Bill of Quantities.

PSA4.7 Dayworks (Clause A8.7)

Dayworks shall be paid according to the stipulations of the Daywork Schedule. No payment shall be made for dayworks without a written site instruction.

All costs in connection with the location and deviation or rerouting of existing services will be paid under Dayworks.

PSA4.9 Survey Assistants and Materials

The use of assistants and materials by the Engineer shall be measured and paid under Dayworks.

PSA4.10 Occupational Health and Safety Requirements

All costs relating to compliance with statutory Health and Safety requirements shall be included in the relative items.

PSA4.11 Topographical Survey

Before commencement of the works the contractor shall survey the area of the works. The survey shall be referenced to mean sea level and shall include known points on site for orientation purposes.

PSA8.3.1 Contractual Requirements

Add to sub-clause 8.3.1:

“In addition, the tendered sum shall cover all initial costs incurred in compliance with the requirements of the Contract Data”

PSA8.3.2 Establish Facilities on site

(a)Facilities for the Engineer

PSA8.3.7 Add the following Pay Item

Compliance with Health and Safety
Act.....Unit: Sum

The tendered rate shall include for the cost of providing a Health and Safety Plan and the employment of a Health and Safety Officer as intended in the Contract Data.

PSA8.3.8 Add the following Pay Item

Compliance with the Environmental Management plan.....Unit:
Sum

The tendered rate shall include for the cost Compliance with the Environmental Management Plan as detailed in the Scope of Works.

PSA8.4 Scheduled Time-Related Items

PSA8.4.1 Contractual Requirements

The Contractor shall tender a monthly amount in the Schedule of Quantities to cover the time-related establishment costs. The amount tendered and paid shall be full compensation to the contractor for:

- i) The maintenance of his whole organisation as established for the contract.
- ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Contract Data or Tender where applicable.
- iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in the Contract Document.

The Contractor shall tender a Monthly Amount as full compensation for the above mentioned items.

PSA8.4.5 Other Time-related Obligations

- a) Community Liaison Officer.....Unit: Month

This item shall cover the cost of employing a Community Liaison Officer on a monthly basis. The duties of the Community Liaison Officer shall be:

- 1. Represent the community and assist the Municipality, Contractor and the Engineer with communication between them and the community. Inform community regarding the project detail, safety precautions and programme.
- 2. Be available at the site office generally between the hours of 07:00 and 09:00 and again from 15:00 until end of working day. Normal working hours will be from 07:00 am till 17:00.
- 3. Assist with relocation of people, where applicable.
- 4. Maintain an up to date record of potential employees within the community and provide the contractor with copies of this information.
- 5. To identify, screen and nominate labour from the community in accordance with the Contractor's requirements and determine, in consultation with the

- Contractor, the needs of local labour for employment and relevant technical training, where applicable.
6. Liaise between Contractor and labour regarding wages and conditions of employment.
 7. Communicate daily with the Contractor on labour related issues such as numbers and skills.
 8. Identify possible labour disputes, unrest, strikes, etc., in advance and assist in their resolution.
 9. Have a good working knowledge of the contents of the contract document regarding labour and training matters.
 10. Attend all meetings at which the community and/or labour is represented or discussed.
 11. Attend contract site meetings and report on community and labour issues at these meetings.
 12. Co-ordinate and assist with the obtaining of information regarding the community's needs (questionnaires, etc.)
 13. Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved.
 14. Ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task based work.
 15. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
 16. Keep a daily written record of interviews and community liaison.
 17. Arrange venues for training if required.
 18. Assist with the training and education of the community regarding the correct usage of the services where applicable.
 19. Any other duties that may become necessary as the works progress

b) Upkeep of Health and Safety File.....Unit: Mnth

This item shall cover the cost of maintain a Health and Safety File on site and complying with the OHS Act.

d) Compliance with the Environmental Management Plan.....Unit: Mnth

This item shall cover the cost for complying with the EMP and the rehabilitation of borrow pits.

PSC SITE CLEARANCE

PSC1 CONSTRUCTION

PSC1.1 Individual Trees (Clause C5.2.3.2)

The penalty for damaging or removing trees not specifically instructed by the Engineer to be removed, shall be R5500-00 per tree.

PSC1.2 Topsoil (Clause C5.6)

Topsoil shall be stored in designated stockpile areas for later use as indicated by the Engineer.

PSC2 MEASUREMENT AND PAYMENT

PSC2.1 Basic Principles (Clause C8.1)

The transport of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the Site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

PSC2.2 Clear and Grub (Clause C8.2.1)

The depth of clearing and grubbing for these works shall be deemed to be 150mm.

The transportation of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

PSD EARTHWORKS

PSD1 INTERPRETATIONS

PSD1.1 Definitions (Clause D2.3)

Where a slope or batter is given in the Specifications or on the Drawings as a ratio, the first figure refers to the vertical e.g. 1,5:1 means 1,5 vertical to 1 horizontal.

PSD2 MATERIALS

PSD2.1 Classes of Excavation (Clause D3.1.2)

The excavation of material shall be classified as follows for purposes of measurement and payment:

Soft Excavation

Soft excavation shall be excavation in material which can be efficiently removed with a pick and shovel.

Intermediate Excavation

Intermediate excavation shall be excavation in material which cannot be efficiently removed with a pick and shovel and in which blasting or drilling and wedging is not required. It shall therefore be material which can be removed by machine.

Hard Rock Excavation

Hard rock excavation shall be excavation in material which cannot be removed without blasting or without wedging and splitting.

Boulder Excavation (Class A & B)

Boulder excavation shall be the removal of boulders smaller than 0,01m³, which can be efficiently removed by hand.

The Engineer's determination of the classification of the excavation shall be final and binding.

PSD2.2 Replacing Overbreak in Excavations for Foundations (Clause D3.2.2)

Under no circumstances are foundations or other supports to be founded on earthfill or rockfill or made up ground of any description without the written approval of the Engineer. Where instructed by the Engineer, the Contractor shall replace overbreak with mass concrete of the grade as directed, at his own expense.

PSD2.3 Backfill Below Surface Beds (Clause D3.2.4)

Unless otherwise specified, fill or backfill material below surface beds shall be in accordance with the requirements of Clause PSD2.2 i.e. Material Suitable for Replacing Overbreak in Excavations for Foundations.

PSD3 CONSTRUCTION

PSD3.1 Safety and Traffic Control (Clause D5.1.1 and D5.1.6)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer. No unauthorised persons may enter the construction Site.

Where trenches cross roads, the Contractor shall so arrange his work so that at least one traffic lane is available at all times.

PSD3.2 Explosives (Clause D5.1.1.3)

The Contractor shall not use explosives under any circumstances.

PSD3.3 Detection, Location and Exposure of Services (Clause D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

PSD3.4 Damage to Roads or Services and Reinstatement (Clause D5.1.2.4 and D5.1.5)

Where the Contractor is required to rectify or repair damaged services or roadwork, such repair work shall be carried out in such a manner that all road layers or services are reinstated to their previous condition in all respects and to the satisfaction of the Engineer.

Should the Contractor damage any of the existing buildings, structures or services either through negligence or, in the opinion of the Engineer, through lack of reasonable precautions, the Contractor shall repair the same to the satisfaction of the Engineer and bear the cost of such repair work.

PSD3.5 Surplus Excavated Material (Clause D5.1.4.3)

Surplus excavated material which is suitable for later use in the Works shall be stockpiled on the Site in a position indicated by the Engineer.

Unsuitable surplus excavated material shall be removed from the Site and disposed of at the Contractor's discretion and to the satisfaction of the Engineer.

PSD3.6 Excavation (Clause D5.2.2.1c)

Where permanent structural concrete or a blinding layer is to be cast on or against an excavated surface, the allowable tolerance for a projection into the excavation profile shall be + 10 mm.

PSD3.8 Backfilling Around Structures (Clause D5.2.3.2)

Unless otherwise directed or indicated, all other backfilling around structures shall be compacted to at least 93% of Modified AASHTO maximum density.

The use of heavy compaction plant adjacent to structures is subject to the approval of the Engineer but such approval shall not relieve the Contractor of his obligations in terms of the Contract and the Contractor shall remain fully responsible for the safety of the structure.

PSD3.9 Overhaul (Clause D5.2.5.2)

The transportation of surplus excavated material to dumping sites and filling material from borrow pits located by the Contractor shall be deemed to be freehaul.

PSD4 TOLERANCES

PSD4.1 Moisture Content and Density (Clause D6.2)

Degree of Accuracy 1 will be applicable to the Works.

PSD5 TESTING

PSD5.1 Taking and Testing of Samples (Clause D7.2)

The results of all tests carried out by the Contractor shall be made available to the Engineer as soon as possible after the tests have been carried out. All compaction tests for his own construction quality control shall be at the expense of the Contractor.

Control tests by the Engineer shall be paid for separately from the provisional amount provided for this purpose.

PSD6 MEASUREMENT AND PAYMENT

PSD6.1 Basic Principles (Clause D8.1)

All costs for temporary storage and double handling of excavated material which is destined for use in the Works at some later stage shall be included in the excavation rates.

All excavations will be measured nett in accordance with the dimensions and specifications and no extra payment will be made for excavation for the provision of working space.

No additional payment shall be made for the replacement of overbreak necessary to provide working space or for other overbreak by the Contractor.

PSD6.2 Computation of Quantities (Clause D8.2.2)

Design plans of the Works will be prepared by the Engineer. These plans shall be inspected by the Contractor and he shall confirm acceptance thereof as correct or otherwise indicate where he disagrees with the same, before commencement of site clearing, excavations or filling and all cross sections and computations in respect of excavations and/or fill will be based on the agreed plans.

PSD6.3 Restricted Excavation (Clause D8.3.3)

Restricted excavation for footings, foundations, pipe trenches and the like shall be measured to depths indicated in the Schedule of Quantities. The depths stated shall be measured from either the level of

the top of the bulk fill or the bulk excavation level or the underside of concrete surface beds as the case may be.

PSD6.4 Importing of Materials (Clause D8.3.4)

Where material has to be imported, the Contractor shall identify suitable sources of such material. The rate for importing material shall cover the cost of locating suitable material, handling and transportation to Site regardless of distance and origin.

The rate for the importing of materials also includes the placing and compaction of the material for the different areas of use and separate rates are applicable to each compaction density.

PSD6.5 Overhaul (Clause D8.3.6)

No overhaul for the removal of surplus materials shall be payable in these Works. These transportation costs shall be included in the relevant excavation rates.

PSD6.6 Trimming of Excavated Surfaces

The trimming of excavated surfaces shall be included in the relevant excavation rates.

Surfaces on or against which a blinding layer is cast, will not be measured separately and the trimming, compaction, etc. must be included in the rate for the blinding layer.

PSD6.7 Treatment of Excavated Surfaces

The compaction and stabilising of excavated surfaces on which fill or surface beds are to be placed shall be measured and paid per square meter for the depth of the layer to be treated.

The rate shall include the scarifying, watering, shaping and compacting of the in-situ material. Each compaction density shall be measured separately. This shall not be applicable to foundation excavations.
item.

PSD6.8 Excavation for the provision of working space

No additional payment will be made for excavations to provide working space unless prior approval for such excavations have been obtained from the Engineer in writing.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB1 MATERIALS

PSDB1.1 Material for Reinstatement of Roads and Paved Areas (Clause DB3.6)

Road layers and the wearing surface must conform to the requirements of the relevant authorities and the materials used must be similar to the existing material.

PSDB1.2 Treatment of Excavated Material (Clause DB3.7)

Where excavated material can be rendered suitable for backfilling by screening, or other treatment and where no suitable material within a freehaul distance of 0,5 km from the point of placing is available, the Engineer may require the Contractor to treat the excavated material to render the same suitable for backfilling provided that at least 60% by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor's methods of working, the above mentioned treatment shall be carried out at the Contractor's expense.

PSDB2 CONSTRUCTION

PSDB2.1 Water in Trenches (Clause DB5.1.2)

Water in pipe trenches may cause movement of the pipes due to flotation and backfilling must therefore be carried out as soon as possible. Should movement of pipes occur the Contractor shall, unless otherwise directed by the Engineer, remove the pipes from the trench and relay the same, in accordance with the Specification, all at his own expense.

PSDB2.2 Minimum Cover and Trench Base Width (Clause DB5.2)

Bedding is also required for pipes of external diameter less than 125 mm. The minimum trench base width for pipes smaller than 125 mm laid at a depth not exceeding 1,5 m shall be 600 mm. Minimum cover on top of any pipe is 1,0 m.

PSDB2.3 Over-Excavation of Trenches (Clause DB5.5)

Where pipe trenches are excavated by the Contractor to depths in excess of those specified, directed or indicated on the Drawings, such over-excavation shall be backfilled with suitable approved selected material in layers not exceeding 150 mm uncompacted thickness and compacted to the density of the adjacent undisturbed material or as directed by the Engineer.

Where the Engineer deems this method of backfilling inadequate he may require the over-excavation, or parts thereof, to be filled with mass concrete of the grade as directed.

All backfilling of over-excavation shall be at the Contractor's expense.

PSDB2.5 Backfilling (Clause DB5.6)

The requirements of Clause PSDB1.2 shall also apply.

PSDB2.6 Compaction (Clause DB5.7)

Backfilling to pipe trenches shall be compacted to 93% of Mod AASHTO max. density, up to finished ground level, in areas not subjected to traffic loads.

In areas subjected to traffic loads, the backfilling shall be compacted to 95% of Mod AASHTO max. density to the underside of the road formation for a distance of at least 1,0 m past either extremity of the road formation.

PSDB2.7 Reinstatement of Surfaces (Clause DB5.9.5.1)

The thickness of the bitumen premix layer shall be at least 25 mm after compaction.

PSDB2.8 Exposing of Existing Pipelines

It shall be required from the Contractor to expose existing pipelines. Exposure could be over a length of the existing pipeline or at specific positions for the connecting in of pipelines, installation of valves and fittings, cutting off of existing pipelines or the exposing of informal connections.

The excavation shall be done in such a manner that no damage is done to existing pipelines and will be regarded as hand excavation. The method of excavation must be allowed for in the Contractor's construction programme.

PSDB3 TESTING

PSDB3.1 Testing (Clause DB7.1)

All compaction tests for his own construction quality control shall be at the expense of the Contractor.

Control tests by the Engineer will be paid for separately from the Provisional Amount provided for this purpose.

PSDB4 MEASUREMENT AND PAYMENT

PSDB4.1 Computation of Quantities (Clause DB8.2.2)

Excavations for pipelines shall be measured in linear meter. The length used for computation shall be the face to face distance between the outer faces of manholes, catchpits, etc. The excavation for manholes, catchpits and the like shall be measured separately as part of the applicable unit.

PSDB4.2 Treatment of Excavated Material (Clause DB8.3.3)

A separate payment will be made where the Contractor is requested to treat excavated material to render the same suitable for backfilling per m³ of treated material measured in accordance with specified theoretical dimensions

PSDB4.3 Existing Services that Intersect a Pipe Trench (Clause DB8.3.5(a))

The rate for existing services that intersect a pipe trench shall include the method of excavation necessary to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured. Only services which are exposed by the trench excavations shall be measured. Informal connections will not be regarded as an existing service.

Excavation around existing services, as determined by the Engineer on Site, shall be deemed to be restricted excavation.

PSDB4.4 Existing Services that Adjoin a Pipe Trench (Clause DB8.3.5(b))

The rate for existing services that adjoin a pipe trench shall include the method of excavation required to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured.

PSDB4.5 Reinstate Road Surfaces Complete with all Courses (Clause DB8.3.6.1)

The reinstating of all courses and road surface shall be measured and paid together for the theoretical excavation width. The rate shall include the provision and construction of all materials for each course, the repair of adjacent damaged areas and all labour and costs related thereto during the construction and maintenance periods.

PSDB4.6 Supply of Backfill Material by Importation

The provision of backfill material by importation from a borrow pit shall be measured and paid for per m³ in accordance with the specified theoretical dimensions, as an extra over on the excavation and backfill item for pipe trenches.

PSDB4.7 Exposing of Existing Pipelines

Exposing of existing lines will be measured per linear meter or per unit, as specified in the Schedule of Quantities. The rate must allow for the method of excavation necessary to avoid damage to the existing service and all protective measures and supports required.

PSDB4.8 Excavations for pipes (Clause DB8.3.2(a))

Payment for sections of pipelines, which are partially complete, will be as follows:

- a) Completion of excavations and installation: 60% of scheduled rate.
- b) Completion of backfilling and compaction: 95% of scheduled rate.
- c) Completion of testing: 100% of scheduled rate.

Less the percentage of retention as per the Appendix.

PSL MEDIUM-PRESSURE PIPELINE

PSL1 SCOPE

This specification covers steel, uPVC and HDPE pipes and accessories with a working pressure up to 90m and 120m.

PSL2 INTERPRETATIONS

PSL 2.1 Abbreviations (Clause L2.4)

uPVC: Unplasticized polyvinyl chloride

HDPE: High Density Polyethylene

PSL3 MATERIALS

PSL3.1 General (Clause L3.1)

The Contractor shall be fully responsible for transporting pipes, valves, specials and fittings to the point of installation, in good condition. Approved end caps shall be provided for pipes. All materials such as rubber rings and the like must be protected against direct sunlight. Any material which, in the opinion of the Engineer, is damaged in any way shall be removed from Site without delay.

uPVC pipes shall be stored under cover and shall be suitably stacked and supported to prevent deflection or deformation.

PSL3.2 Steel Pipes, Fittings and Specials (Clause L3.4)

Unless otherwise indicated on the Drawings, all galvanised steel pipes shall be connected by threaded sockets or flanges. The sockets, flanges and fittings shall be of approved make and shall be suitable to sustain the specified test pressure.

Exposed threaded sections at pipe connections, where galvanising has been removed by threading, shall be treated with an approved cold galvanising preparation after installation on Site to suit existing elements on Site.

All steel specials shall comply with the requirements stipulated for corresponding steel pipes as set out below.

All steel pipes of diameter up to and including 150 mm diameter shall be of heavy duty steel in accordance with SABS 62. Steel pipes of diameter up to and including 150 mm used for irrigation or potable water shall be galvanized screwed and socketed. Steel pipes of diameter up to and including 150 mm used for sewerage

effluent shall be flanged or coupled with flexible "Viking Johnson" couplings and coated in accordance with Clause L3.9.2.

Steel pipes used for gas or compressed air shall be flanged and provided with a warm epoxy coating as specified in Clause L3.9.2.

Steel pipes greater than 150 mm shall comply with the requirements of Grade C pipes with a minimum wall thickness of 4,5 mm in accordance with SABS 719.

Flexible couplings must be used with pipes without flanges. All flanges shall be drilled to BS4504 Table 10.

All pipes and fittings, casted into water retaining structures, shall be provided with puddle flanges with a minimum thickness of 10 mm for pipes greater than 150 mm diameter and 6 mm for pipes of 150 mm diameter and smaller. The puddle flanges shall also act as an anchor flange. All flanges to pipe connections shall be continuously welded to transmit the full load and for water tightness. These flanges shall be at least 50 mm wide.

Bends will be as long radius bends.

Flexible couplings used in structures under water shall be Cast Iron with Stainless Steel 304 bolts.

PSL3.3 uPVC Pipes, Fittings and Specials (Clause L3.7.1)

All uPVC pipes shall comply with the requirements of SABS 966.

Fittings and specials for uPVC pipes shall be either of uPVC or cast iron construction with spigot and socket rubber ring joints and suitable to withstand the working pressure specified for the pipes.

All bends shall be long radius bends, unless otherwise indicated on the Drawings.

uPVC Pipes shall be suitable for a working pressure of 90m and 120m as indicated on the drawings.

PSL 3.4 HDPE Pipes (Clause L3.7.2)

HDPE Pipes are to be Class 10 and shall comply with the requirements as stipulated in SABS 533 Part II. Pipe fittings and couplings shall be o-ring screw type compression fittings in accordance with the requirements of SABS 533.

PSL3.5 Loose Flanges (Clause L3.8.4)

Bolts and nuts shall be in accordance with SABS 136 unless otherwise approved by the Engineer.

PSL3.6 Corrosion Protection (Clause L3.9)

Galvanized steel pipes and fittings shall be galvanized by the hot-dip process.

All cast iron specials and couplings shall be painted with one coat of approved bituminous paint before delivery to Site and exposed parts shall receive a further coat of similar paint after installation of Site. The protection as mentioned above must suit the existing on site.

All steel pipes and fittings shall be treated against corrosion with an epoxy coating (Copen) as specified in SABS 1200L to a minimum thickness of 250 micrometer, inside and outside with the exception of the smaller diameter pipes used for irrigation or potable water which must be treated as set out in PSL3.3.

Where the coating has been damaged, clean relevant areas thoroughly and repair with cold epoxy.

PSL3.7 Protection of Bolts, Nuts and Washers (Clause L3.9.5)

Bolts, nuts and washers shall be zinc coated by the hot-dipped process.

Bolts, nuts and washers in contact with treated water shall be of Stainless Steel 316.

PSL3.8 Corrosive Soil (Clause L3.9.6)

No special corrosion protection shall be required for this purpose.

PSL3.9 Valves

PSL3.9.1 Gate Valves (New Clause)

All gate valves shall be suitable for a working pressure of 90m. All gate valves of 75 mm diameter and larger shall be of SG iron construction with gunmetal fittings and non-rising stainless steel spindles. The valves shall be supplied with standard SG iron valve caps or hand wheels as shown on the drawings or specified by the Engineer and shall be closed clockwise with the direction of closing permanently indicated on the caps and hand wheels.

Valves must be suitable for closing and opening at unbalanced pressures equal to the specified working pressure and where specified or shown on the drawings valves should be equipped with approved 1:3 reduction gearboxes.

All valves shall comply with the requirements of SABS 664.

All valves shall be supplied complete with packings, bolts and nuts. Flanges must be in accordance with pipe flanges as specified.

Valves of diameter less than 75 mm diameter shall be approved, screwed, ball type isolating valves suitable for the working pressure as specified for adjacent pipes.

All SG-iron valves shall be thoroughly cleaned after testing at the factory and shall be treated with two coats of epoxy or other approved paint. After installation of the valves on Site, they shall be treated externally with a further coat of epoxy.

PSL3.9.2 Air Valves

The air release valves shall be suitable for a working pressure as indicated on Drawings and shall have flanged or screwed inlets as specified and shall incorporate an integral shut down valve and shall be of the following types, as specified:

(a) Type I: Conventional kinetic double orifice air valves:

These are required for the release of larger volumes of air during the filling of pipelines and the admission of air at low pressure during draining or scouring and for the admission of large quantities of air to prevent the formation of vacuum in flexible wall pipelines during the break of or negative pressure induced by water hammer/separation. A small orifice must be included for the release of entrained air under normal pipeline operation. The large orifice of the valve shall not close dynamically before all the air is discharged from the pipeline.

(b) Type III: Single small orifice air valves:

These are for the release of small volumes of air during operation of the pipeline. It shall be of the cylindrical barrel type incorporating a cylindrical float mechanism and must have either screwed or flanged inlets as specified.

General Requirements

The size of the valve/outlet shall be the diameter of the inlet branch and the air valves shall be mounted on a isolating valve with a pressure rating similar to that of the air valve.

12 mm Cast steel needle valves or chrome plated brass P T F E seated ball valves shall be fitted to drain valve bodies when isolated from the pipeline and for the attachment of pressure gauges to valve bodies.

The pressure rating of these valves shall be the same as for the air valve it is attached to.

Valves shall not exhibit leaks or weeping of liquid past the seal at operating pressure of 0,3 bar to twice rated pressure.

Valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is suddenly released. The control floats shall not distort when subjected to closed end tests for material strength and soundness, nor shall they be damaged by the possible corrosive effects of the water, not under any condition of frequent operation.

All air valves shall be provided with a separate isolating valve as indicated on the Drawings which is coupled to the air valve in such a manner to allow the removal of the air valve without removing the isolating valve.

All air valves shall be able to operate at the specified working pressures and flange drilling must be in accordance with the specified working pressure to BS4504.

All air valves shall be mounted on a steel extension pipe, which varies in length, according to the pipeline depth. For Contract purposes a length of 500 mm shall be assumed.

The inlet diameters of air valves shall be 25 mm for single air valves and 50 or 80 mm, as specified or shown on the Drawings, for double air valves.

PSL3.9.3 Level Control Valves

Level control valves shall be suitable for a working pressure as indicated on Drawings and shall open wide when the water level drops below a specific level and shall gradually close as the water level rises, closing fully at the full supply level. The friction loss in the valve shall not exceed 2 m.

The level control valves shall be of steel or cast-iron construction and shall be protected against corrosion as specified for gate valves.

PSL3.9.4 Non-Return Valves

Non-return valves shall be suitable for a working pressure as indicated on Drawings. All metal components shall be protected against corrosion as specified for gate valves.

PSL3.10 Manholes and Surface Boxes

Manholes, surface boxes and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

PSL4 PLANT

PSL4.1 Transportation and Storing (Clause L4.1)

The Contractor shall be fully responsible for transporting pipes, valves, specials and fitting to the point of installation, in good condition. Approved end-caps shall be provided for pipes. All materials such as rubber rings and the like must be protected against direct sunlight. Any material which, in the opinion of the Engineer, is damaged in any way shall be removed from Site without delay.

UPVC pipes shall be stored under cover and shall be suitable stacked and supported to prevent deflection or deformation.

PSL5 CONSTRUCTION

PSL5.1 Depth and Cover (Clause L5.1.4)

The depths of pipes below ground level shall be as indicated on the Drawings.

PSL5.2 Valve Chambers (Clause L5.6)

Valve chambers shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

PSL5.3 Manholes (Clause L5.7)

Manholes shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

PSL6 TESTING

PSL6.1 Radiographic Examination (Clause L7.2.2)

No radiographic examination is required.

PSL6.2 Test Pressures (Clause L7.3.1)

The test section shall be subject to a pressure test, at pressures not less than 75% and not exceeding 100% of the appropriate allowable maximum working pressure for the class of pipes, for the highest and lowest point respectively of the section being tested. This pressure shall be obtained by continuous pumping so as to ensure a gradual increase of pressure until the specified value is obtained.

PSL6.3 Final Inspection of Pipelines and other Items of Equipment

After the entire piping system has been laid and all parts thereof have been tested to the satisfaction of the Engineer and backfilled, the system will be put into operation and the Contractor shall inspect the same in the presence of the Engineer, to ensure that all valves and other equipment are operating satisfactorily and to check that all pipe supports, brackets and the like are capable of withstanding the loads imposed on them.

Any faults or defects which are detected during this inspection shall be repaired by the Contractor, or where necessary, the defective parts or materials shall be replaced by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

All items of equipment not specifically mentioned in the Specifications, shall be inspected during the commissioning period for proper operation and to verify that these items comply with the requirements of the Specification.

PSL6.4 Disinfection of Pipes

PSL6.4.1 Pipes must be disinfected over the whole length, including couplings, before going into operation. Pipes must be filled with drinking-water, chlorinated to a concentration of 15mg chloride per liter water which must stay in contact with the inside surface of the pipe over a minimum of a 24 hour period. The pipeline must be filled in such a way as to prevent chlorine shock or air being captured inside the pipeline.

PSL6.4.2 The Contractor must give notice to the Engineer of the method of disinfection of pipelines 14 days in advance for acceptance of the method by the Engineer.

PSL6.4.3 The Contractor shall supply all necessary materials, equipment, tools and labour for the disinfection of the pipelines. The Contractor is responsible, at no extra cost, for the emptying of water from the pipelines and disposal of the water in a way as approved by the Engineer.

PSL6.4.4 The Contractor may use the following products as a source of chloride:

- a) Chloride of lime with a yield of 33% free chloride per mass according to SABS 295.
- b) Calciumhypochloride with a yield of 70% free chloride per mass according to SABS 295.
- c) Chlorine gas applied with a chlorinator.

PSI.6.4.5 After disinfection, a minimum of 10% (randomly selected and evenly spreaded and to be indicated on Drawings) of the total water ends must be tested by means of an approved water quality test. This test must include a full bacteriological test in accordance with SABS 241 and the test results must be handed over to the Engineer for inclusion thereof with the Contract Documentation. The Contractor will carry all costs pertaining to meaningless tests.

PSI.6.4.6 The disinfection of pipes must be carried out in the presence of the Engineer.

PSL7 MEASUREMENT AND PAYMENT

PSL7.1 Supply and Installation of Pipes and Couplings (Clause L8.2.1)

Pipes shall be measured per linear meter for each type, pressure rating and diameter. The rates shall include for the supply, complete with couplings, fittings, corrosion protection, handling cost, inspection, transport and all other requirements in connection herewith.

PSL7.2 Valves and Specials (Clause L8.2.5)

Valves will be measured separately per unit for the various types, sizes and pressure ratings.

Air valves with isolating valves, extension pipes and couplings shall be measured and paid per unit complete.

Hydrant valves will not be measured separately and shall be included in the rate for the complete hydrant unit.

PSL7.3 Temporary Valves, Blank Flanges, etc (Clause L8.2.10)

No separate payments will be made for the supply or loan of temporary valves, end caps, blank flanges, or other isolating devices required for the testing of pipe systems and all costs in connection therewith shall be included in the rates for the supply, laying and bedding of the permanent pipes, specials and valves.

PSL7.4 Connections to Existing Pipelines

A Provisional Amount shall be provided in the Schedule of Quantities for connections to existing pipelines of all diameters.

The material required for the connections shall be measured and paid according to rendered item rates in the Schedule of Quantities. Should specific items not be covered, rates for these shall be agreed or alternatively daywork rates shall apply as determined by the Engineer.

PSL7.5 Building In of Pipe Fittings in Concrete Structures

The building in of pipe fittings in concrete structures, excluding valve chambers in pipelines, shall be measured per unit for the different pipe diameters. The rate shall include all supervision, labour, plant, materials, supports and finishing, complete. The building in of pipes and fittings in valve chambers shall be included in the rate for valve chambers. The rate shall include for the installation of puddle flanges.

PSL7.6 Puddle Flanges

Puddle flanges shall not be measured separately and shall be included under the relevant pipe item.

PSL7.7 Pressure Testing and Disinfection of Pipelines

Pressure testing and disinfection of pipelines will be measured separately per m of pipeline tested and disinfected irrespective of the pipe diameter.

PSLB BEDDING (PIPES)

PSLB1 MATERIALS

PSLB1.1 Bedding (Clause LB3.3)

All pipes shall be laid on Class C bedding. Laying and compaction of bedding shall be done by labour intensive methods.

PSLB1.2 Treatment of Excavated Material (Clause LB3.4)

Where excavated material can be rendered suitable for bedding by screening, washing or other treatment and where no suitable material is available within a freehaul distance of 0,5 km from the point of placing, the Engineer may require the Contractor to treat the excavated material to render the same suitable for bedding provided that at least 60% by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor's methods of working, the abovementioned treatment shall be carried out at the Contractor's expense.

PSLB1.3 Material from local borrow pits.

Where material from trench excavations is not suitable for bedding purposes, the Contractor must identify and establish local borrow pits. The location of such borrow pits will be approved by the Engineer, the Project Steering Committee and the Tribal Authority. The Contractor shall negotiate royalties with the relevant Tribal Authorities. The rate shall include establishment of access routes, establishment and de-establishment of the borrow pit, transportation (freehaul of 1 km), laying and compacting of required material.

PSLB2 CONSTRUCTION

PSLB2.1 Concrete Encasing of Pipes (Clause LB5.4)

Where the specified cover over the pipes cannot be maintained at road crossings or at river crossings where scouring may occur, or otherwise where directed, concrete encasing of pipes may be required by the Engineer. In some cases the encasement shall be tied to rock with mild steel dowels grouted into drilled holes. Such dowels will be paid for per unit.

PSLB3 TOLERANCES - Class II degree accuracy is required.

PSLB3.1 Moisture Content and Density (Clause LB6.11)

PSLB4 MEASUREMENT AND PAYMENT

PSLB4.1 Separate Items for Cradle and Blanket (Clause LB8.1.4)

Material for the bedding cradle and for the selected fill blanket shall not be measured separately, but as a unit under the description "bedding material".

PSLB4.2 Volume of Bedding Materials (Clause LB8.1.3)

The volume of the material displaced by the pipes shall be subtracted from the theoretical volume of the bedding for the purpose of determining quantities.

PSLB4.2 Treatment of Excavated Material (Clause LB8.2)

Separate payment shall be made where the Contractor is requested to treat excavated material to render the same suitable for bedding, per cubic metre of treated material measured in accordance with specified theoretical dimensions.

PSLB4.3 Provision of Bedding Materials from Trench Excavation (Clause LB8.2.1)

Only the provision of bedding material from the trench excavations further than 20 m and closer than 0,5 km from the point of placing shall be measured and paid under this item.

The provision of bedding material within 20 m from the point of placing is included under payment for the supply, laying, handling and bedding of pipelines.

PSLB4.4 Supply of Bedding Material from Designated Borrow Pits (Clause LB8.2.2.2)

The supply of bedding material from a borrow pit will be measured and paid per cubic meter, in accordance with the specified theoretical dimensions, as extra over to the item for bedding material from trench excavations. The rate must include the transport, placing and compaction of the material.

PSLD SEWERS

PSLD1 MATERIALS

PSLD1.1 Pipes, Fittings and Pipe Joints

The pipes to be used here shall be Mainlite CL34 uPVC pipes as manufactured by "Main Industries" or similar approved pipes including all fittings and joints to comply with SABS 1601 and SABS 967. The positions and sizes of the various pipes shall be as indicated on the Drawings.

PSLD1.2 Manholes, Chambers

Manholes, chambers and the like shall be constructed of the materials as shown on the Drawings and not as shown in the Figures contained in SABS 1200LD.

PSLD2 CONSTRUCTION

PSLD2.1 Alignment

The pipes shall be laid to the lines and levels as indicated on the Drawings.

PSLD2.2 Manholes, Chambers, etc

Manholes, chambers and the like shall be constructed in accordance with the details shown on the Drawings and not as shown in the Figures contained in SABS 1200LD.

PSLD2.3 Connecting Sewers

Connecting sewers shall be constructed in accordance with the details shown on the Drawings. At the connection to the existing network in use the Contractor shall give written notice to the Engineer prior to connection to the existing network in use. A representative of the Mbombela Local Municipality and Bushbuckridge Water must be present at the connection to the existing network.

PSLD3 TESTING

PSLD3.1 Tests and Acceptance/Rejection Criteria

Prior to any air or water test, the interior of each pipeline section between two points of access shall be inspected throughout its length with a mirror and a source of light, so that when looking into the pipe at one point of access (with the aid of the mirror if necessary) and placing the light source at the other point of access, a full circle appears to the observer and the pipe section shall be seen to be unobstructed.

All pipeline sections, which fail to pass this test shall be cleaned, relaid or repaired and re-tested as before by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

PSLD3.2 Watertightness of Manholes (Clause LD7.2.6)

The Contractor shall with completion but before backfilling of a manhole test the manhole for watertightness. This shall be accomplished by filling the manhole to below cover frame with water. All pipes connecting to manhole must be blocked during this test.

The manhole must be left standing for one hour so that absorption of water can take place. After the hour water must be added to original level and be left standing for one more hour. The water level may not drop more than 20mm within the hour.

The Contractor shall be responsible for removing the water, after the test, by means of an approved method.

The Engineer may at any time choose to test certain or specific manholes.

PSLD4 MEASUREMENT AND PAYMENT

PSLD4.1 Test Pipelines and Manholes (Clause LD8.2.1)

The testing of pipes will be measured in metres for each pipe diameter including for the compliance to the requirements of the pressure test.

The tendered rates must include fully for supply of all labour and materials for the supply, installation, calibrating and handling of equipment used for pipe testing as well as for visual inspections, all included as in PSD3 of this Section.

The testing of manholes shall be measured per unit irrespective of the depth of the manhole.

PSLD4.2 Construction of Manhole

The rate for manholes will include for excavation, canalization, benching and finishing inside the manhole. No additional payment will be made for any special pieces or fittings.

The rate must include for coverage of parts of pipes casted into manholes with concrete and backfilling with selected material around manholes as well as frames and covers as specified in the Schedule of Quantities. The depth of the manhole shall be measured from the top of the cover to the bottom of the gutter in the middle of the manhole.

PSLD4.3 Cleaning Eye

The unit of measurement is the number of cleaning eyes built completely to different depths and according to Drawings.

The tendered rate shall include for the supply and installation of the vertical pipe with diameter of 110mm, the access-bend-connection with eye cover and frame, as well as covering of bend in concrete including shuttering and for the backfill with selected material at cleaning eye.

PSLD4.4 Connection to Existing Sewer

An amount must be supplied for connection at existing sewers. This amount must include for all materials, labour and earthworks for the completion of connections. Where manholes are to be used for this purpose, manhole structures will be measured separately.

The tendered rate shall cover all labour, machinery, equipment and material for breaking into existing manholes, for new connections, for the provision of pipes at the newly constructed access, for the water proofing of pipes, for the demolishing and rebuilding of existing benching and gutters if necessary to fit with existing, the removal of all excess materials and the backfilling around manholes with selected material.

The rate shall cover the handling of existing flow in existing pipes as well as labour during night time if necessary.

PSLE STORMWATER DRAINAGE

PSLE1 MATERIALS

PSLE1.1 Culvert Units and Pipes (Clause LE3.1)

Precast concrete pipes shall be Class 100D in accordance with SABS 677 unless otherwise indicated on the drawings. All pipes shall have ogee type interlocking joints. The positions and sizes of the various pipes shall be indicated on the Drawings.

PSLE1.2 Manholes, Catchpits and Accessories (Clause LE3.4)

Manholes, catchpits, connection boxes and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SABS 12001.F.

PSLE2 CONSTRUCTION

PSLE2.1 Manholes, Catchpits and Accessories (Clause LE5.5)

Manholes, draw boxes and the like shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 12001.F.

Subsequent to installation, all manhole and catchpit covers shall be cleaned and treated with one coat of approved bitumen paint.

PSLE3 MEASUREMENT AND PAYMENT

PSLE3.1 Supply and Lay Concrete pipes (Clause LE8.2.1)

The concrete pipes shall be measured and paid per linear metre. The rate shall include the supply and laying of the pipes, inclusive of couplings and waste.

PSLE3.2 Manholes, Catchpits, Connection Boxes and the like (Clause LE8.2.8)

Manholes, draw boxes and the like shall be measured per unit for the various types and sizes as per Clause LE8.2.8 but the rates shall also include all excavations and backfilling required in connection therewith and for the cleaning and treatment, with one coat of bitumen paint, of the covers subsequent to installation.

PSLE3.3 Connections to Existing Stormwater Drains

Connections to existing stormwater drains will be measured and paid per unit. The rate shall include the breaking into the existing pipe or manhole, the building in of the new pipe and the making good of the pipe or manhole subsequent to the completion *of the connection*.

PS 1 WORK TO BE DONE BY NOMINATED/SPECIALIST SUB-CONTRACTORS

PS 1.1 SECTION 8: GRASSING

Sub-Contractor :- Evergreen Lawns

The cost shall cover-

- 1) Removing of top soil and stockpiling for later use.
- 2) Importing of gravel material from the Local Borrow pit for the earthworks required to bring the platform for the sports field to line and level.
- 3) Spreading, Levelling and compacting of stockpiled top soil.
- 4) Hydro seeding of sports grounds
- 5) Supply and install irrigation system
- 7) Maintenance of fields for a period of 3 months

PS 1.2 SECTION 9: GRASSING

Sub-Contractor:- Tennis Court

The cost shall cover-

- 1) The Construction of netball courts

SPECIAL SPECIFICATIONS

PA METAL, TIMBER, PAINT- AND ANCILLARY WORKS

PA1 SCOPE

This Specification covers all metal, timber, paint and ancillary works in connection with the buildings and structures excluding structural steelwork.

PA2 MATERIALS

PA2.1 Doors

PA2.1.1 Steel doors

Steel doors shall be of approved make and design, built from pressed mild steel sections, properly reinforced and welded at junctions with the welding seam ground smooth on all surfaces and in accordance with SABS 727.

All opening sections shall fit perfectly in the frames and shall open and close freely without binding at any point.

Suitable water stops shall be provided where necessary to ensure that doors are completely waterproof.

Steel doors shall be provided with pressed steel door frames, manufactured from mild steel plate and pressed to the required form, properly reinforced and welded at junctions and with the welds neatly finished on all surfaces.

The frames shall be provided with fixing lugs for building into the structures, one near the top, one near the bottom end, and at distances not exceeding 750mm in between.

The frames shall be of width to fit the thickness of walls and structures into which they are fitted.

Frames for steel doors shall be fitted with at least two approved, strong 100mm steel hinges per door section. Hinges shall be screwed or properly welded to frames to the satisfaction of the Engineer.

The upper rails of frames for double doors shall be provided with holes where necessary to receive the bolts.

The steel doors shall be finished in accordance with PA3.1 of the Specification.

PA2.1.2 Solid Timber Doors

Unless otherwise specified, timber doors shall be single or double panel, framed, ledged, and batten doors of Meranti or other equivalent approved timber, with 40mm x 114mm styles and headrail, 19mm x 228mm bottom rail and 19mm x 152 mm middle rail. The inner edges of the styles and headrails shall be suitably grooved all round and filled in with full length vertical 19mm thick V jointed tongue and grooved boarding in narrow width fitted into the grooves of the styles and headrail and securely fixed to middle and bottom rails with sunken screws.

Where directed, timber doors shall be fitted with glass panels. Such doors shall be formed from 40mm x 228mm styles, top, middle and bottom rails. The frames shall be properly wedged, glued and screwed and shall be fitted with grooves and edge strips for the fitting of glass panels in the frames and the fixing of the glass by means of the strips, made watertight with putty.

PA2.1.3 Locks

Unless otherwise specified, all doors shall be fitted with approved four lever mortice locks with chrome plated handles, plates and two keys.

No key shall pass a second lock and on completion of the Works, all keys shall be handed to the Engineer, complete with key plates for each key, marked as directed by the Engineer.

5mm

Unless otherwise directed, non-transparent glass for glazing shall be 3mm glass with an approved pattern and in positions as shown on the Drawings or directed by the Engineer.

PA2.4 Mirrors

Mirror sizes shall be as specified, of approved quality and finish. The mirror thickness shall be 6mm. The edges of mirrors shall be neatly mitred and the mirrors shall be securely fixed to walls with at least 4 chromium plated screws to the satisfaction of the Engineer.

The positions and heights of the mirrors shall be as directed by the Engineer.

PA2.5 Powered Ventilators

All inflow units shall be "EM/C/1270/1,1/380" units as manufactured by "Intervent (Pty) Ltd" with an Induced air rate of 10m³/s supplied with a circular bellmouth to suit the unit. The units shall be galvanised.

All extract units shall be "EM1270/1,1/380" units as manufactured by "Intervent (Pty) Ltd" with an extraction rate of 10m³/s. The units shall be galvanised.

All units shall be installed complete with flashing and weatherproofing hoods similar to the existing and other fittings in accordance with the manufacturer's instruction and to the approval of the Engineer. The units shall be supplied complete with electrical isolators inclusive of the connection between the isolator and the fan. The electrical connection at the isolator to the main supply shall be carried out by a separate Contractor.

Supporting trimmer steelwork for the ventilators shall be positioned in accordance with the ventilator manufacturer's requirements.

PA2.6 Timber Work

PA2.6.1 South-African Pine

All structural timber, not exceeding 76mm x 228mm in cross section shall be M6 South African Pine complying with the requirements of SABS 1245.

All timber shall be marked at both ends with the letters M6 to indicate the wood quality and must be stamped with the SABS mark.

No stamping of timber will be allowed on Site.

Any unmarked timber delivered on Site, shall be removed immediately and no part of such a consignment may be used for any purpose.

The timber shall be graded at a moisture content of 12% and the degree of torsion allowed in any timber shall not exceed the maximum as prescribed in SABS 563.

Structural members up to 6m length shall be in single lengths. Lengths longer than 6m shall consist of short lengths joined by overlapping or finger joints as approved by the Engineer.

Laminated timber beams shall be manufactured from glued pine laminations, density group D2, Grade A, in accordance with SABS 876. The average balancing moisture content of the area where the beams will be used, is 10%. The beam laminations shall be glued with fennol resorcinol glue. All beams shall be of Class C appearance and suitable for external use.

Timber beams or slats shall be planed or unplanned as shown on the Drawings or as directed by the Engineer.

PA2.6.2 Timber Treatment

All timber shall be treated against termites and ants with "Wood Prufe JJ" or other similar approved solutions with the SABS mark. The treatment shall be executed by either dipping, painting, or spraying, preferably in a workshop. Treated wood shall be completely dry before paint or other finishing is applied.

All timber shall be treated against wood beetles by dipping in a solution of Pentachlorofenol in accordance with SABS Code of Practice 05. All sawn ends of timber shall be treated by applying the toxicant to sawn surface by brush.

PA2.6.3 Timber Sizes

All sizes of timber as shown on the Drawings for unplanned timber, shall be final finished sizes. For every planed surface, a tolerance of 1,5mm per planed side shall be allowed. Sizes of timber shall be confirmed on Site.

PA2.6.4 Ceiling Joists

Ceiling joists shall conform to SABS 563. Ceiling joists shall be 40mm x 40mm sawn S A Pine in long length, spaced at 400mm centres in only one direction, except along walls or at the end joist of ceiling boards, where joists are cut in. Ceiling joists shall be nailed angularly to the roof timbers and between cut joists.

PA2.6.5 Skirtings

Timber skirtings shall be 70mm x 19mm planed Meranti timber strips with the exposed corners rounded off, complete with Meranti quarter round strips at floor level, all securely fixed to walls, to the satisfaction of the Engineer.

PVC skirtings shall be approved 70mm high black PVC strips with a lower horizontal toe and with the exposed side curved at the lower corner. The PVC strips shall be securely glued to the floor and walls as prescribed by the manufacturer and to the satisfaction of the Engineer.

PA2.7 Roofs

PA2.7.1 Roof Covering

Roof covering shall be as indicated on the drawings or approved equivalent with fittings and fixed as prescribed by the manufacturer and to the satisfaction of the Engineer.

The Contractor shall guarantee the watertightness of all roofs during the defects liability period.

PA2.7.2 Ceilings

Ceiling boards shall be as indicated on the drawings or approved equal, and in width of 1 200mm with lengths to suit the various room sizes. "Bishop" type jointing strips shall be used along all joints and the ceilings shall be rounded off along the walls with approved "Rhino" cornices.

The ceiling boards shall be attached to the underside of ceiling joists by galvanized large flat headed nails at 150mm centres along the end joists and 400mm centres along the length of the ceiling boards.

The ceiling boards shall be arranged with symmetrical narrower panels along the walls to suit room sizes.

PA2.7.3 Insulation to Roof and Side Cladding

Roof insulation shall be as indicated on the drawings.

The material shall be delivered to Site in unopened rolls and covered with the manufacturer's packing material.

The insulation shall be installed in accordance with the manufacturer's instructions to the approval of the Engineer.

PA2.7.4 Roof Anchors

Roof beams shall be securely anchored in accordance with the details shown on the Drawings and to the satisfaction of the Engineer.

PA2.7.5 Fascia Boards

Fascia boards shall be manufactured from fibre-reinforced cement strips and fixed to the roof structure in accordance with the details shown on the Drawings.

PA2.7.6 Gutters and Downpipes

Gutters and downpipes shall be as per details on the drawings, of the sizes as shown on the Drawings and shall be fixed securely to roof timbers to the satisfaction of the Engineer. The roof timbers shall be cut out to support the gutters. Downpipes which are partly or completely encased in concrete shall be galvanized medium type waterpipes which are securely held in position during concreting operations. All gutters and downpipes shall be completely watertight to the satisfaction of the Engineer.

PA2.8 Wall Tiles

All glazed tiles shall comply with SABS 22 and shall be white and 150 x 150 in size x 5 mm thick. The tiles shall be glued to the plastered walls with an approved tile adhesive. Joints shall not exceed 1,5mm in width and shall be pointed with white cement. Tiling shall be provided where shown on the Drawings or where directed by the Engineer.

PA2.9 Floor Tiles

Floor tiles shall be glazed non-slip ceramic floor tiles of the best quality and of approved make, in accordance with SABS 1449 and BS 6431.

The tiles shall be glued to the floor screed by means of an approved tile adhesive, as prescribed by the manufacturer. Joints shall not exceed 1,5mm in width and shall be pointed with white cement.

All corners of the tiles shall coincide and cutting of tiles will only be allowed adjacent to walls.

The final floor finish shall be neat and must be cleaned to the satisfaction of the Engineer.

Colour to be specified on site.

PA3 CONSTRUCTION

PB3.1 Roof Construction

The complete roof construction with roof sheeting, purlins, roof beams, fascias, etc. shall comply with the requirements of the Specification and shall be constructed in accordance with the details shown on the Drawings and to the satisfaction of the Engineer. The Contractor shall be fully responsible for the complete watertightness of all roofs and ancillary works.

All roof beams shall be securely anchored to the satisfaction of the Engineer and as indicated on the Drawings.

PA3.2 Paintwork

Before any painting commences, the Contractor shall ensure that the surface is in a satisfactory condition to receive the specified paintwork. The Contractor is solely responsible for all paintwork and shall remove any paint which is unsatisfactory in the opinion of the Engineer. He shall repaint all such surfaces as required by the Engineer and to the Engineer's satisfaction. All paintwork, including mixing, thinning, preparation, undercoats and finishing coats shall, unless otherwise specified by the Engineer, be executed according to the recommendations of the manufacturer. All paint shall arrive on Site unopened and no dilution will be tolerated.

Every layer shall be inspected and approved by the Engineer before subsequent layers are applied. After completion, all paintwork is to be approved separately by the Engineer.

The Engineer shall make colour selections and the Contractor must submit colour charts as required by the Engineer.

Unless otherwise specified, ungalvanized metal surfaces shall be delivered on Site with a factory applied undercoat and shall, unless otherwise required by the Engineer or shown on the Drawings, receive one layer

of approved universal undercoating after installation, followed by two coats enamel paint. All putty shall be painted as specified above.

PA3.3 Glazing

The putty shall be finished flush with exposed edges of frames, straight and smooth with sharp mitres and with the sight line just below the inner edges of frames.

The glass shall be held to the frames with glazing pins or clips and back puttied.

PA4 TOLERANCES

Not applicable, except where stated in the Material and Construction Clauses of this Specification.

PA5 MEASUREMENT AND PAYMENT

PA5.1 Doors

Doors shall be measured per unit, separately for the various types and sizes and the prices shall allow for the frames, the building-in thereof and the fixing of doors, locks, striking plates, hinges, seals, bolts where required, rubber stops, paint finish, galvanizing where required and all other materials, fittings and labour in connection therewith.

PA5.2 Windows

Windows shall be measured per unit, separate for the various sizes and types and the prices shall allow for the building-in thereof, all fittings, connections and mullions between window units, sub-frames and all other materials and work in connection therewith. The mortar grouting of window frames against concrete or brick work will not be measured separately, except for window sills, and all costs in connection therewith shall be included in the rates for the windows.

PA5.3 Glazing

Glass for windows shall not be measured separately and will be deemed to be included in the rate for windows. Rates shall allow for the cutting and placing of glass, putty and paint finish.

PA5.4 Powered Ventilators

Powered ventilators shall be measured per unit. The rate shall include the supply, erection, all flashings around as well as the backflashing to the roof ridge line and all items set out in Clause PA2.4. Inflow and discharge units shall be measured separately.

PA5.5 Roof and Side Cladding Insulation

Roof and side cladding insulation shall not be measured separately and will be included in the rate for ceilings. The rate shall include all support wires and wire mesh, the supply and complete installation of the insulation. Roof insulation shall be measured separately to insulation to side cladding.

PA5.6 Repaint Work

The repainting of existing window and door frames shall be measured per unit and the rate shall include for all surface preparation, undercoats, specified coats, and the final finishing thereof.

PA5.7 Mirrors

Mirrors shall be measured per unit for the various sizes and the price shall include for the fixing thereof.

PA5.8 Tiles

Tiles shall be measured per square metre tiled surface and the rate shall allow for the cutting, fixing and pointing of the tiles and all other work in connection therewith.

PA5.9 Timberwork

Timber beams shall be measured per linear metre installed, fixed in position, treated and finished, and the rates shall include for all connections and paintwork.

PA5.10 Roof Covering

Roof covering shall be measured per nett square metre area of covering installed complete with overlaps, roof anchors and fixings and all other items required in connection therewith.

PA5.11 Ceilings

Ceilings shall be measured per nett square metre area of ceiling area installed and the rate shall allow for ceiling joists, lap length, roof insulation and cornices, complete with paint finish.

PA5.12 Fascias

Fascias shall not be measured separately and will be deemed to form part of the roof covering rate. The rate shall include the supply and installation, fixing, fixing materials, paint finish, etc.

PA5.13 Fencing

Fencing shall be measured per linear metre fencing installed, complete as shown on the Drawings. Gates shall be measured separately per unit.

PA5.14 Gutters and Downpipes

Gutters shall be measured per linear metre installed and the rate shall allow for the installation thereof, cutting of roof beams, paintwork and all other materials required in connection therewith. Downpipes shall be measured per linear metre of pipe installed, complete with all fittings and finishes. Pipes exposed to atmosphere and pipes embedded in concrete will be measured separately.

PA5.15 Fire Extinguishers

Fire extinguishers shall be measured per unit and the rate shall allow for fixing brackets and the mounting thereof.

PA5.16 Skirtings

Skirtings shall be measured per linear metre and the rates shall allow for quarter rounds and the fixing and painting thereof, where required.

PA5.17 Paintwork

The painting of concrete and plaster work shall be measured per square metre painted surface and the rate shall include for all surface preparation, undercoats, specified coats, and the final finishing thereof.

The painting or galvanizing of metal or woodwork will not be measured separately and all costs in connection therewith shall be included in the respective rates for the metal and timber work.

PA5.18 General

Special items not mentioned above, will be measured and paid for under the respective items in the Schedule of Quantities and the rates shall include for the supply of the items together with the necessary fixing material, the protection or painting of the items, and the installation thereof, in accordance with the manufacturer's instructions.

PB BRICKWORK AND MASONRY

PB1 SCOPE

The part of the Works covered under this Specification relates to brickwork and masonry. Structural masonry is not covered by this Specification. Stone packing and stone masonry is also included. Standards of materials and finishes are prescribed.

PB2 MATERIALS

PB2.1 Mortar

Cement and sand for mortar shall comply with the requirements laid down for cement and sand for concrete work but the sand shall be of a grading which is suitable for mortar.

The mixes given below serve as a guide but the exact compositions of the mortar to be used depends on the ingredients used on the Site. The Contractor shall however use a mortar of good workability and quality approved by the Engineer.

The following classes of mortar shall be used in the Works as specified or shown on the Drawings:

- i) Class A mortar composed of 1 part cement and 4 parts of sand, mixed immediately prior to use.
- ii) Class B mortar composed of 1 part cement and 3 parts of sand, mixed immediately prior to use.

Under no circumstances will the use stale or hardened mortar be allowed. The mortar shall preferably be mixed in a concrete mixer, but if hand mixing is applied, a clean platform at least 3m x 3m in size must be provided.

PB2.2 Brickwork

The following types of bricks shall be used for the Works as specified or indicated on the Drawings. The colour and texture of all bricks will be prescribed by the Engineer.

- i) General purpose bricks in accordance with SABS Specification 227 with a compressive strength of 7,0 MPa.
- ii) Face bricks in accordance with the above Specification with a compressive strength of 28,0 MPa.

PB2.3 Plaster Work

All cement and sand used for plaster work shall be in accordance with the requirements for cement and sand as laid down for concrete work but the sand shall be of a grading suitable for plaster work.

The following types of plaster shall be used in the Works as specified or shown on the Drawings:

- i) Smooth plaster consisting of 1 part cement and 3 parts of sand, finished perfectly smooth and even with a steel float to the approval of the Engineer.
- ii) Rough plaster consisting of one part cement and 3 parts of sand evenly finished with a wood float to the approval of the Engineer.

PB2.4 Quarry Tile Sills

Quarry tiles for window sills shall be 20mm thick red-brown, plain, burnt clay tiles, truly square, flat, even in thickness and free from any blemishes and of a size as required to extend from the window sill to 20mm beyond the outer face of the wall, over the full window length.

Where full tiles do not fit into the length, a cut tile shall be placed in the middle. The tiles are to be laid on a Class B mortar bed, fitted hard below the window frame and pointed all round with Class B mortar. Plasterwork below the tiles and the mortar bedding must be neatly finished.

PB2.5 Plaster Sills

Where plaster sills are specified, the sills shall be finished with Class B mortar completely smooth with all edges slightly rounded and with the sill neatly in line and in accordance with the thickness of the window frame.

All external sills shall have a fall of 10L to the outside and all internal sills shall be horizontal.

PB2.6 Stone Walls and Masonry

Only approved, solid, durable stone of cubicle form, generally not smaller than 300mm, shall be used for stone walls and masonry.

PB2.7 Air Bricks

Air bricks shall be built into exterior walls where shown on the Drawings. The exterior bricks shall be standard precast concrete or terracotta air bricks provided with a brass gauze. Internally, an approved plastic type air brick shall be provided, finished flush with the plaster work.

PB2.8 White Glazed Tiles

All glazed tiles shall comply with SABS 22 and shall be white and 150 x 150 in size x 5mm thick. The tiles shall be glued to the plastered walls with an approved tile adhesive. Joints shall not exceed 1,5mm in width and shall be pointed with white cement. Tiling shall be provided where shown on the Drawings or where directed by the Engineer.

PB3 CONSTRUCTION

PB3.1 Mortar Screed

Mortar screeding shall be carried out with Class B mortar. The thickness of mortar screeding may not be less than 15mm. The amount of water used in the mix shall be the minimum necessary to permit spreading and compaction and the surface shall be wood floated to the specified levels and dimensions. Where shown on the Drawings or directed by the Engineer, the screed shall be finished with a steel float. All screeding shall be done by experienced workmen and shall be protected from damage caused by rain or other unfavourable weather conditions for at least 12 hours after being laid and against too rapid drying whilst hardening by being covered by suitable approved material for at least 7 days.

PB3.2 Brickwork

All brickwork shall be erected with bricks as specified and in accordance with the levels and dimensions as shown on the Drawings or as directed by the Engineer in writing.

The brickwork shall be built plumb and straight and unless otherwise directed, in stretching bond. Only full bricks shall be used with the exception of parts where half bricks are required to obtain the specified bond. Joints in brickwork shall be uniform and shall not be more than 10mm in width. Joints on exposed faces shall be hollow struck with a suitable jointing tool as the work proceeds but where plastering of brickwork is required, the joints shall be roughly raked to form a plaster key. Joints between bricks shall be filled in for the full width of the layer with mortar and the bricks shall be bedded on a continuous mortar layer.

Unless otherwise specified or directed by the Engineer, the mortar for brickwork shall be as follows:

walls	All	brick
		Class A
	Grouting and similar works	Class B

All brick walls with filling on one side only and higher than 1m from footing to floor or finished fill level shall be reinforced with brickforce laid on every second brick course. The width of the brickforce is to be in accordance with the wall thickness.

PB3.3 Plaster Work

No plaster work shall be commenced before all pipes and fittings have been built in and tested to the satisfaction of the Engineer.

Surfaces to be plastered shall be thoroughly brushed clean and watered. The total thickness of the plaster shall be between 15 and 20mm. The plaster surface shall be suitable for the finish specified or indicated on the Drawings.

The Contractor shall take note that all plaster work shall be properly cured by approved means and all badly cured plaster and plaster showing cracks, scratches, pitmarks or other defects will be regarded as unsatisfactory and shall be hacked off and remade or shall, with the approval of the Engineer, be made good with a skim coat.

Plastering of a surface once begun, shall be completed in one operation regardless of time and weather. Working joints are only allowed at corners. All salient angles shall be rounded off and at intersections of brickwork and concrete, a V-joint shall be cut to the full thickness of the plaster.

PB3.4 Stone Packing and Masonry

Where stone packing is required it shall be done by hand throughout to ensure a compact and stable entity. The thickness of such packings shall be at least 500mm, measured normal to the surface.

Stone masonry in mortar shall be set in Class A mortar. The thickness of such stone masonry shall not be less than 250mm measured normal to the surface unless otherwise shown on the Drawings or directed by the Engineer in writing. The surface shall be cured for 7 days by approved methods.

Surfaces of stone packing and masonry shall be neat and even and true to line and level. Spaces between larger stones shall be filled with smaller stones as far as possible and remaining voids and joints shall be filled with mortar where applicable. Joints of stone masonry shall be neatly pointed. Special attention shall be paid to the finishing, alignment and levels of crests of stone walls.

PB3.5 Foundations for Brick Walls

All foundations supporting brick walls shall be of grade 15/40 concrete cast in accordance with the widths and thicknesses as specified or directed.

All foundations of brick walls shall be founded on undisturbed natural ground or rock and the top of the foundations shall be at least 250mm below the final ground level. The foundation excavations shall be approved by the Engineer before concrete is placed.

The foundations shall be level and steps shall be provided in foundations where required or where directed by the Engineer. Foundations are to overlap by at least 400mm at each step.

No bricks shall be laid on foundations before three days have elapsed after casting, or any such other period as may be specified by the Engineer.

Where shown on the Drawings or where requested by the Engineer, an approved damp proof course shall be laid in accordance with SABS standards. The damp proof course shall be provided in strips with a width equal to that of the wall thickness. At ends, corners and junctions the strips shall overlap 150mm and shall be sealed.

PB3.6 Reinforced Brick Lintols

Where no concrete beams are shown above openings in brickwork, reinforced brick lintols shall be created by placing standard brick force on the first, second and third layers of bricks above the opening. This brick force shall extend at least 500mm past both sides of the opening.

The bottom layer of bricks shall be a header course.

The width of the brick force shall conform to the wall thickness and joints shall overlap by at least 600mm and shall be fixed securely with binding wire. The brick force shall be laid perfectly straight.

PB3.7 Building-in of Fittings

All steel and other fittings which have to be built in shall, where applicable, be built in as the work proceeds and all anchor bolts and similar fittings shall be bedded in Class B mortar neatly trowelled and pointed. All temporary openings, recesses, etc. shall be filled in with Class B mortar and finished off neatly to the satisfaction of the Engineer.

PB 3.8 Bagging

Where bagging is specified or indicated on the Drawings or prescribed by the Engineer, the wall shall be rubbed down with a wet bag while the mortar in the joints is still soft until all joints and grooves in the brickwork have been filled. Additional Class B mortar shall be provided if required by the Engineer.

PB4 MEASUREMENT AND PAYMENT

PB4.1 Brickwork

Brickwork shall be measured per square metre for the various types of bricks and wall thicknesses. The rates for brickwork shall include for the provision, mixing and placing of mortar, provision and placing of brick force, damp proof course and air bricks, building in of fittings, raking or striking of joints and bagging as required and for all labour and everything else required for the construction of brickwork.

PB4.2 Plaster Work

Plaster work shall be measured per square meter for the various classes of plaster and the rate shall include for the cleaning of surfaces to be plastered, finishing off of the plaster work, curing, rounding off edges, cutting of V joints, etc. and all labour and everything else required in connection therewith.

PB4.3 Finishing of Unshuttered Concrete Surfaces

The rate for finishing of unshuttered concrete surfaces where no further mortar screed or other finishes (excluding paint work) are required, shall be measured per square metre and shall include for the levelling and wood floating thereof.

PB4.4 Screeding

Mortar screeding shall be measured and paid for separately per square meter and the rate shall include for spreading and compacting, floating, protecting and curing as specified. Steel and wood floating will be measured and paid for separately.

PB4.5 Stone Packing and Masonry

The various types of stone packing and stone masonry shall be measured and paid for separately under the relevant items in the Schedule of Quantities and the rates shall allow for the provision and placing of the stone and the mortar where applicable, as well as for the pointing of joints where applicable and for the protection, curing and where necessary the drainage thereof, all as specified. Measurement and payment for stone walls, stone packing and stone masonry shall be made per square metre.

PB4.6 Window Sills

Quarry tile and plaster sills shall be measured separately per linear metre and the rates shall allow for the tiles, plastering and finishing as specified and all other work in connection therewith.

PB4.7 Tiles

White glazed tiles shall be measured per square metre tiled surface and the rate shall allow for the cutting, fixing and pointing of the tiles and all other work in connection therewith.

PC PLUMBING SERVICES

PC1 SCOPE

This Specification defines the standard of equipment and materials as well as the quality of the services needed for installation of general plumbing work in buildings.

PC2 INTERPRETATION

PC2.1 Relevant Regulations

It will be the responsibility of the Contractor to ensure that all equipment, methods and materials used during installation must adhere to the earliest amendments of all relevant statutory regulations and especially to the following and those that they refer to:

- The industrial, machinery and building act
- Ordinance of Regional and Local Governments.
- The National Building Regulations together with SABS 0400-1990.
- Regulations, ordinances, rules and other statutory regulations.

PC3 MATERIALS

PC3.1 Material and Equipment Guarantees

The Contractor shall obtain guarantees from manufacturers and/or distributors that all parts of equipment and materials shall adhere to the requisite working order and that it will function as part of a complete system. All materials and equipment supplied and installed must carry the sign of SABS approval unless otherwise stated or accepted.

PC3.2 System Guarantee

All equipment including the complete installation and the system as a whole must be guaranteed for 12 (twelfth) months after the handing over and acceptance of the completed and functional system.

PC3.3 General

- PC3.3.1** Pipe sizes and possible positions are not all shown on Drawings. This must be suggested by the Contractor and then approved by the Engineer. Fittings, valves and all extras must be according to these pipe sizes.
- PC3.3.2** Copper pipes shall only be placed down stream of galvanized steel pipes if applicable.
- PC3.3.3** Isolating couplings must be used for the connection of different metals. This is not valid for copper and brass.

PC3.4 Pipes

PC3.4.1 Copper Pipes and Equipment

Copper pipes shall be of the hard-drawn Type "O" as stated in SABS 460 and shall be connected by means of capillary solder type couplings. No compressible couplings will be accepted. Copper capillary solder couplings must be according to SABS 1067. The solder must be according to SABS 24 and must contain the following components:

in

T

97%

er

Copp
3%

All bronze and brass equipment and couplings must be of the non-sink contained type.

All copper pipes and couplings must be installed according to the manufacturer's specifications including the following:

1. Pipes are not allowed to be bent.
2. Allowance for thermal expansion and shrinkage of pipes.
3. Installation of tubular struts at fitting positions where pipes are to be mounted on the surface.
4. Two layers of building paper or similar approved material around pipes built into walls or floors.

PC3.4.2 Cold Water Pipes: Above Ground

All pipes shall be of Class "O" hard-drawn copper pipes as in clause PF3.4.1.

PC3.5 Taps

PC3.5.1 Hand Wash Basin Taps

Taps to be in accordance with SABS 226-1987 and SABS1480-1989 and must be of type "Star" 1/2 inch basin set, chrome plated and including all accessories as manufactured by Cobra Watertech or similar approved.

PC3.6 Basins, Urinals, WC Pans, Cisterns and Other Specials

PC3.6.1 Hand Wash Basins

Basins to be white, of vitreous china and wall mounted by means of approved brackets or concrete slab if indicated on drawing. The basin must be of type "Sandringham Wash Basin – ASA9821" by Armitage Shanks or similar approved.

PC3.6.2 Urinals

Urinals to be Stainless Steel "Curved Back Urinals Model CB102" as by "Citimetal" or similar approved.

PC3.6.3 WC Pans and Cisterns

WC pans and cisterns to be white close couple and of vitreous china as by Armitage Shanks or similar approved for general use. Toilet paper holder to match toilet finishes (to be of vitreous china wall mounted type).

PC4 INSTRUMENTS

The Contractor will supply all labour, materials, fuel, equipment and decently calibrated and

certified instruments needed for the execution and completion of the Works.

PC5 CONSTRUCTION

PC5.1 Maintenance

The Contractor shall make himself familiar with the general layout of all other services in order to ensure that with implementing of his works no obstruction or holdup occurs to the functioning or servicing to any installations including his own.

PC5.2 Workshop Drawings and Approval of Instruments and Materials

PC5.2.1 The Engineer's drawings show bulk concepts of design, general and schematic layouts and when all of these are read with specifications and Drawings of other disciplines and Contractors it enables the Contractor to estimate the installation, functioning, servicing and maintenance of the system to be installed.

PC5.2.2 It is not expected of the Contractor to present workshop drawings for general plumbing services on this Contract, though it is necessary for pumps, water softeners and warm water appliances.

PC5.2.3 The Contractor shall obtain and supply the necessary catalogues and working characteristics of all materials and appliances, that differ or that do not apply to these specifications, to the Engineer for approval.

PC5.3 Handing Over

The installation or part thereof shall be considered the handing over once all test and adjustments were accepted by the Engineer.

PC5.4 Guarantees On All Equipment and Materials

Guarantees on all equipment and materials must be handed over to the Engineer for inclusion with Documentation to go to Employer.

PC5.5 Coordinating of Services

Drawings supplied by the Engineer are in general coordinated with other services. The Contractor is however still responsible for the coordinating of detail installations. All equipment must be installed so as to have access thereto for maintenance and operation purposes. Discrepancies and problems must be brought under the attention of the Engineer before any orders are placed and fabrication or installation is started of any materials or equipment.

PC5.6 Soldering

Propane gas, not higher than 2400C, must be used as the heat source for soldering. Pipe ends and couplings must be cleaned and treated with an approved soldering flux before soldering. The pipes and couplings must then be placed and heated up to the correct temperature before soldering is started. Solder must be applied with care so as not too little or too much is used at the coupling and immediately after settling of the solder the coupling must be cleaned by means of a wet cloth. Pipes must be washed on the inside immediately after settling of the solder in order to remove all excess solder.

PC5.7 Pipe Hangers and Fasteners

Pipes must be adequately fastened by means of copper plate fasteners where equipment at the end of a copper pipe is to be mounted on the surface or the inside of a wall.

Pipe hangers and fasteners must be made of copper, copper alloy or a non-conductive material. No part of a copper pipe may touch a conductive surface.

Pipe hangers and struts must be spaced at maximum spacing.

PIPE DIAMETER (mm)	HORIZONTAL (meter)	VERTICAL (meter)
15	1.3	1.9
22 & 28	1.9	2.5
35 & 42	2.5	2.8
54	2.5	3.9
67 – 108	2.8	3.9

PC5.8 Laying

Pipes must be so installed as to prevent air assembling in the pipe causing blockage. A minimum gradient of 1:250 for rising pipes must be used towards higher points with appropriate aeration/inlet valves.

PC5.9 Marking of Pipes

All pipes must be marked according to SABS 0140 or as specified by the Engineer.

PC5.10 Disinfection of Pipes

PC5.10.1 Pipes must be disinfected over the whole length, including couplings, before going into operation. Pipes must be filled with drinking-water, chlorinated to a concentration of 15mg chloride per liter water which must stay in contact with the inside surface of the pipe over a minimum of a 24 hour period. The pipeline must be filled in such a way as to prevent chlorine shock or air being captured inside the pipeline.

PC5.10.2 The Contractor must give notice to the Engineer of the method of disinfection of pipelines 14 days in advance for acceptance of the method by the Engineer.

PC5.10.3 The cost of the water for filling of the pipeline shall be carried by the Contractor.

PC5.10.4 The Contractor shall supply all necessary materials, equipment, tools and labour for the disinfection of the pipelines. The Contractor is responsible, at no extra cost, for the emptying of water from the pipelines and disposal of the water in a way as approved by the Engineer.

PC5.10.5 The Contractor may use the following products as a source of chloride:

- Chloride of lime with a yield of 33% free chloride per mass according to SABS 295.
- Calciumhipochloride with a yield of 70% free chloride per mass according to SABS 295.
- Chlorine gas applied with a chlorinator.

PC5.10.6 After disinfection, a minimum of 10% (randomly selected and evenly spreaded and to be indicated on Drawings) of the total water ends must be tested by means of an approved water quality test. This test must include a full bacteriological test in accordance with SABS 241 and the test results must be handed over to the Engineer for inclusion thereof with the Contract Documentation. The Contractor will carry all costs pertaining to meaningless tests.

PC5.10.7 The disinfection of pipes must be carried out in the presence of the Engineer.

PC5.11 Valves

PC5.11.1 Above Ground Slide Valves for Temperatures up to a Maximum of 1000C (up to 50 NB)

These valves must be of non sink containing brass with a brass gate, brass body, a non rising rod and socketed BSP threaded ends. The valves must be according to SABS 776 – 1965 Class 125.

The valves must be able to sustain a working pressure of 1600kPa and must be equipped with a hand wheel that closes clockwise. The valves must be placed in either an up straight position or sideways (up to a maximum of 900 from an up straight position), and the removal of other equipment must be possible without the cutting or damaging of any pipe works.

PC5.11.2 Non-return Valves for Cold Water (up to 50NB)

Non-return valves must be of the spring loaded suction type with a bronze or non-sink containing brass body, stainless steel spring and bronze disc with neoprene isolation and equipped with BSP threaded socket ends. The valves must be able to sustain a working pressure of up to 1 000kPa at a temperature of up to 900C. All valves must be so installed to remove them with minimal removal of pipe works.

PC5.11.3 Single Mouthpiece Double Purpose Air Valve for Residential Waterlines with Sizes of up to 15NB

This air valve must be equipped with a stainless steel float, brass or cast iron body and an integral isolating valve.

The valve must be able to sustain a working pressure of 1 000kPa at 1100C.

PC5.13 Expansion Joints

PC5.13.1 Expansion Joints for Pipes (50NB and Greater)

Expansion joints shall be according to Drawings. These joints shall be of the rubber lined accordion type between flanges. Expansion joints must be able to sustain working temperatures of as low as 100C and as high as 1100C at a working pressure of 1500kPa and must be installed strictly in accordance with the manufacturer's specifications.

PC5.13.2 Expansion Joints of Copper Pipes (Upto 40NB)

Expansion joints shall be according to Drawings. These joints must have a copper body with corrugated stainless steel lining and capillary soldered type couplings. The joints must be able to sustain a working pressure of 600kPa at a temperature of 1400C. Installation must be strictly in accordance with the manufacturer's specifications.

PC6 TESTS

PC6.1 General

After complete installation of the system all equipment shall be tested, adjusted and re-adjusted until functioning of the system is to the satisfaction of the Engineer and the Employer.

PC6.2 Test Certificates

The Contractor must supply all certificates of tests carried out on the installed equipment as well as all other certificates from relevant Governments and Statuary Bodies etc.

PC6.3 Pipe Tests

PC6.3.1 A pressure test must be done on all pipelines before being used. This pressure test must be done in the presence of the Engineer.

PC6.3.2 Completed sections of installed pipelines must be filled with water after all openings and branches have been sealed off.

PC6.3.3 A hydraulic pressure test must be done by means of an accepted hand mechanized or mechanical driven pressure pump on the pipe section.

PC7 MEASUREMENT AND PAYMENT

PC7.1 Water Supply System (Cold)

The Sum tendered in the Schedule of Quantities shall include all supply, lay, fix, bed, isolation and test of pipes, fittings, valves including main isolating valve and accessories for general plumbing services in buildings for the supply in cold water for the purposes as indicated on the Drawings and according to this Specification. This item shall also include the supply of an connection point to the external water supply line supplied by the Client as indicated on the drawings.

PC7.2 Waste Water Drainage System

The Sum tendered in the Schedule of Quantities shall include all supply, lay, fix, bed, isolation and test of pipes, fittings, including vent pipes and accessories for general plumbing services in buildings for the water drainage system for the purposes as indicated on the Drawings and according to this Specification. This item shall also include the connection to external services as indicated on drawings.

PC7.3 Water Closet

The rate tendered shall be measured in number of units (WC pan and cistern) and including the complete supply and installation according to this Specification including all toilet paper holders, fittings, specials and connection to the drainage system.

PC7.4 Hand Washing Basin

The rate tendered shall be measured in number of units including the complete supply and installation according to this Specification including all fittings, valves and specials necessary. This rate shall also include the supply and installation of taps as stated in this Specification and the connection thereof to the water system, as well as connection to the drainage system.

PC7.5 Urinal Channel

The rate tendered shall be measured in number of units for the length specified, including the complete supply and installation according to this specification including all fittings, valves and specials and connection to the drainage system and water system.

PD Electrical Works

All electrical equipment and installation shall comply in all respects with with the relevant SAB RAM Standard. All equipment and components to be used shall be approved by SAB prior to installation. To this end, the contractor shall produce a complete list of equipment and components to be used and submit these to SAB for their approval, prior to ordering of materials or commencement of manufacturing. On completion of the works, the contractor shall supply a Certificate of Compliance for the electrical installation

SECTION 9300	ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION
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ENVIRONMENT AND TOURISM

B9301 SCOPE

This specification covers the requirements for the effective implementation of an Environmental Management Plan. The purpose of the Environmental Management Plan is to translate environmental policy into practise by putting in place workable systems, structures and tools to achieve integrated and consistent environmental management of all environmental initiatives.

B9302 INTERPRETATIONS

B9302.1 Supporting Documents

Where this specification is required for a project, the following documents shall inter-alia be read in conjunction with this specification:

- (a) Statutory requirements of the Environment Conservation Act (Act No 73 of 1989) - ECA
- (b) Statutory requirements of the National Environmental Management Act (Act No 107 of 1998) – NEMA
- (c) Statutory requirements of the Mineral and Petroleum Resources Development Act (MPRDA), Act 28 of 2002.

Note 1: In the Eastern Cape Province, the ECA and NEMA fall under the authority of the Department of Economic Development and Environment Affairs (DEDEA), whilst the MPRDA falls under the authority of the Department of Minerals and Energy (DME).

Note 2: Environmental Management Plans (EMP's) relating to road maintenance programmes need to be authorised by the DME in accordance with the requirements of the MPRDA.

B9302.2 Applications

The provision of this specification shall apply in respect of all Contractors, Subcontractors or any of their site personnel, workforce or suppliers, who are engaged in the execution of the works.

B9303 OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN

The Environmental Management Plan, which is in accordance with Environmental Policy of the Province of the Eastern Cape, Department of Roads & Transport is intended primarily as a management tool for the Department, the Consulting Clients, the Contractor and his Subcontractors.

The Environmental Management plan outlines structures and procedures to be implemented by the Contractor and his Subcontractors to minimise and manage potential negative environmental impacts which the Contractor's construction activities might have on the receiving environment.

B9304 RESPONSIBILITIES OF THE CONTRACTOR

The Client shall on commencement of the Project appoint an Environmental Control Officer (ECO) who, in addition to his normal duties, shall have direct responsibility for the implementation and monitoring of the Environmental Management Plan.

The ECO shall liaise with the Client and the Contractor, in order to ensure effective implementation of the Environmental Management Plan. The co-operation of the Contractor will be crucial and the ECO shall delegate responsibility for the Environmental Management Plan, through the Client to the Contractor.

The Contractor shall be required to submit a detailed Method Statement, outlining how is construction activities will comply with the prescribed procedures of the Environmental Management Plan, to the Environmental Controller for approval.

Specific responsibilities of the Contractor include:

- (i) Identifying procedures applicable to the activities he controls.
- (ii) Compiling Method Statements to meet the procedures and targets.
- (iii) Submitting Method Statements to the Environmental Controller for approval.
- (iv) Devising a system for monitoring compliance with Method Statements and procedures.
- (v) Identifying environmental training needs and implementing the environmental awareness training program commissioned by the Environmental Controller.
- (vi) Implementing corrective and preventative actions recommended by the Environmental Controller.
- (vii) Review of Environmental Management Plan implementation and effectiveness at weekly site meetings (with the Environmental Controller).
- (viii) Ensuring weekly audits of the Environmental Management Plan.

Should the Client be of the opinion that the Environmental Management Plan and the conditions of the Method Statement are not being adhered to and the appropriate corrective action is not being implemented, the Client, advised by the Environmental Controller, shall be at liberty to instruct to the Contractor to cease the related operations until the Contractor complies with the relevant requirements. The Contractor shall not be entitled to any extension of time for such stoppages.

B9305 RESPONSIBILITIES OF THE ENVIRONMENTAL CONTROLLER

The Environmental Controller will be responsible for the practical implementation and monitoring of the Environmental Management Plan and he shall report directly to the Client in this regard. The Environmental Controller shall on a daily basis inspect and monitor operations on and off site and shall take the necessary action where required to ensure compliance with the requirements of the Environmental Management Plan. The Environmental Controller shall attend all regular site Works meetings for reporting, discussing and reviewing the performance of the Environmental Management Plan (which shall be a standard item on the agenda) and, in addition, shall meet with the Contractor on a weekly basis for the same purpose.

B9306 METHOD STATEMENTS

The Contractor shall be required to submit Method Statements to the Environmental Controller outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Plan. Method Statements shall, where applicable, include Site Establishment Drawings with sufficient detail to assess the potential impact of the site facilities or to assess the degree of safeguarding provided against pollution.

Method Statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the environmental Management Plan. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Plan, the external audit will scrutinise the formulation of, and adherence to "Method Statements" in some detail.

Method Statements must be submitted at least 10 days prior to the proposed commencement of related activities and must be approved by the Environmental Controller, in consultation with the Client. The Environmental Controller shall keep copies of these Method Statements and letters of approval (including conditions attached) in a Method Statement file.

Any deviations from the approved Method Statements must be submitted to the Environmental Controller for approval and any amendments submitted to the Client.

B9307 EXTERNAL AUDITING AND EVALUATION

In order to ensure that the Environmental Management Plan is effectively implemented, it is important that regular external audits of the Environmental Management Plan are conducted. The Client shall arrange that these external audits do take place and that a system for addressing any problems identified during these audits, is formulated. The relevant documentation shall be kept and shall be available to the public.

B9308 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed at closure and during the defects liability period:

- (a) All cleared sites are rehabilitated with indigenous grass material
- (b) All visible alien plants are removed from disturbed sites.
- (c) All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- (d) All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- (e) Rehabilitate all borrow pits on completion.

B9309 MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Section B9300 of the Scope of Works. All costs so incurred shall, save and except to the extent provided for in the Bill of Quantities under SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

The financial guarantee for the rehabilitation of land disturbed by quarrying as per the approved EMP will be returned upon the granting of a Closure Certificate by the DME. This Closure Certificate will comply with the terms of the MPRDA.

B9310 MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF MINERALS AND ENERGY

Mitigatory Measures

The mitigatory measures in the EMP are to manage potential environmental impacts arising due to the construction activities as well as the activities of the construction staff. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

1. Responsibilities
 - (a) The Contractor (through the Site Client) will:
 - (i) be held responsible for the implementation of these mitigatory measures,
 - (ii) identify the need and be responsible for the implementation of an environmental awareness training programme for the construction staff,
 - (iii) supply on request a "Method Statement," which will indicate the procedures to be applied in order to meet the requirements of any aspect of these mitigatory measures,
 - (iv) ensure that any problems identified during environmental audits or inspections, are addressed and rectified as soon as reasonably possible.
2. Mitigatory Actions
 - 2.1 Should it be necessary to store materials and equipment on site for short periods, only previously disturbed areas above the 20-year flood level should be used for this purpose.
 - 2.2 Any construction camp set up should be clearly demarcated and secured against theft or vandalism and any toxic materials (cement, oil, petrol, diesel, etc) should be very strictly controlled and secured. Such a construction camp should be above the 50-year flood level and should be completely rehabilitated on completion of construction activities.
 - 2.3 All damaged areas in the riparian zones resulting from construction operations, should be rehabilitated to prevent erosion and undermining of the riverbank.
 - 2.4 All "surplus" soil and rock excavated during construction should be removed from the water course.
 - 2.5 No concrete shall be mixed on the soil surface, all concrete mixers to be placed on trays, and precautions to be taken against contamination of the soil through spillage of pre-mixed concrete.
 - 2.6 Precautions are to be taken against oil spillage from heavy equipment such as compressors and generators, eg through the use of sand or sawdust filled drip trays. All contaminated material (including soil) to be disposed of at a registered waste site.
 - 2.7 Adequate toilet facilities (eg chemical toilet) shall be provided for workers on site, and all ablutions are to take place in these facilities.
 - 2.8 Scavenger-proof litter containers shall be provided on site and strict control over littering enforced.
 - 2.9 All waste material, including excess construction material, litter and sewerage, shall be regularly removed from site and disposed of at a registered waste facility.
 - 2.10 Strict precautions shall be taken when making open fires.
 - 2.11 No wild animals shall be disturbed unnecessarily in any way.
3. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

SECTION 9400 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

LIST OF ABBREVIATIONS

MNQ	Mhlontlo Local Municipality
CR	Construction Regulations
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

B9401 INTRODUCTION

B9401.1. Purpose of the Occupational Health and Safety Specification

The OHSS is a performance specification to ensure that the Client (MNQ) and any bodies that enter into formal agreements with the Client viz. Agents, Consultants, Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Client shall be construed as an acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Client which may result from the Principal Contractor failing to comply with the OHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

B9401.2. Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their Contracts with Contractors and Suppliers.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended) (The Act), and the Regulations thereto as amended from time to time.

The OHS Act Agreement in Section C1 of the Tender Document (Contract Forms) must be fully completed by the Contractor. These documents shall be deemed to form part of the Contract Documents.

No work is to be commenced without written approval of the H&S plan. Failure to comply with this requirement will result in a fine or stoppage of work, with no extension of time or allowable claims.

B9402 STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

B9402.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Client controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on MNQ projects and those affected by the activities taking place in and around them.

B9402.2 Interpretations

B9402.2.1 Application

The OHSS contains clauses that are generally applicable to building / construction and that impose pro-active controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction Regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Principal Contractor's responsibility. The Client will through the Agents, as appointed, monitor that the Principal Contractor complies with the requirements of the OHSA and will not prescribe to the Principal Contractor how such compliance is achieved.

B9402.2.2 Definitions

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

The Department of Roads & Transport of the Province of the Eastern Cape.

The Superintendent General, Department of Roads & Public Works of the Province of the Eastern Cape.

Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

Source of exposure to danger

Hazard Identification and Risk Assessment and Risk Control: Means a documented plan, which identifies hazards, assesses the risks and details 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.

Health and Safety Management Plan: Means a documented plan which addresses the hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified.

Induction Training: Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation(s): Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993).

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Client.

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated thereunder.

B9403 REQUIREMENTS AT TENDER STAGE

Contractors are reminded that the document that is submitted needs to be complete and as close as possible to the final product due to the time factor.

The Principal Contractor shall make available the following with his completed Tender:

- (a) A Preliminary Health and Safety Plan as described in Regulation 5 of the Construction Regulations. The Health and Safety Plan must be based on the Construction Regulations July 2003 and this specification and will be subject to approval by the Client appointed Health and Safety Agent. This will include a Hazard Identification and Risk Assessment Analysis appropriate to the project. Material Safety Data Sheets (MSDSs) and chemical risks must be included in the HIRA
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003.
- (c) A valid Letter of Good Standing
- (d) At least one copy of minutes of previous Occupational Health and Safety Committee meetings and of Incident Investigation Reports for other projects, of similar nature undertaken by the Tenderer.
- (e) Claims ratio receipt from FEM or the Compensation Commissioner

Failure to submit the foregoing with his Tender may lead to the conclusion that the Principal Contractor is not be able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the Tender being disqualified.

B9404 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Principal Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if construction work is involved:

The notification must be done in the form of the pro forma given in Annexure A to the Construction Regulations.

A copy of the notification form must be kept on site, available for inspection by inspectors, Client, Client, employees and persons on site. Proof of submission must also be provided.

Work will not commence without the Notification being correctly completed and signed by the Client.

B9405 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

B9405.1 Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety Specification for each of its projects and the Principal Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principal Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

B9405.2 Framework for an Occupational Health and Safety Plan

B9405.2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely.

This OHS plan shall, at least, answer the requirements of the OHS specification outlined above.

The Principal Contractor is required to submit at, or before, the site handover meeting, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram
- Letter of good standing issued by the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example: copies of minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports for other projects undertaken by him.

B9405.2.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

- A Occupational Health and Safety Management Programme
- A Statement Regarding the Communication and Management of the Work
- The format should follow the headings below.

B9406 APPOINTMENT OF HEALTH AND SAFETY (H&S) PERSONNEL

B9406.1 Construction Supervisor

In terms of Regulation 16 of the Act, the Chief Executive Officer of the Principal Contractor may delegate, in writing, part or all of his powers to a suitable person on the site.

The Principal Contractor shall appoint a full-time **Construction Supervisor**, in writing, in terms of Regulation 6.1 of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

B9406.2 Construction Health and Safety Officer

In terms of Regulation 6 (6) of the Regulations the Principal Contractor shall appoint in writing a full-time **Construction Health and Safety Officer**.

Should the Principal Contractor wish to motivate for the appointment of a part time Construction Health and Safety Officer, the client must give his agreement in writing. This will normally only given in exceptional cases.

The Construction Health and Safety Officer shall have the necessary competence and resources to perform his duties diligently. He must have adequate transportation and proper communication with the Site Agent. This must include, at least, certificates proving attendance at relevant training courses, particularly in regard to the OHSA and its regulations, risk assessment and incident investigation, SAMTRAC if possible, with a minimum of two years exposure to Civil Engineering Construction. A formal qualification in the field would be preferred.

Failure to provide such a person will be regarded as a severe non-conformance and may lead to the Principle Contractor being unable to commence work.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction Health and Safety officer appointed after award of the contract.

A CV, and training records, of the proposed Construction Health and Safety Officer must be submitted at the Contract Handover Meeting.

The Construction Health and Safety Officer shall not be the same person as the Traffic Safety Officer unless with the written permission of the Client.

B9406.3 Health and safety representatives

In terms of **Regulations 17 and 18 of the Act (OHSA 1993)** the Principal Contractor shall appoint, in writing, a **health and safety representative** whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace and at least half must be elected according to the wishes of the workforce.

Representatives from local labour can be appointed to represent such labour for the duration of the contract. The functions of the H&S Representatives are as outlined in the OH&S Act.

B9406.4 Health and safety committee

In terms of **Regulations 17, 18 and 19 of the Act (OHSA 1993)** the Principal Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Principal Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at monthly intervals, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Principal Contractor's representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Principal Contractor and to keep record of meetings, recommendations and reports made by the committee.

B9406.5 Competent persons

In accordance with the Construction Regulations the Principal Contractor shall appoint, in writing, **competent persons** responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project. A CV of the person/s concerned should form part of the Health and Safety File:

- (a) Risk assessment (Regulation 7);
- (b) Fall protection (Regulation 8);
- (c) Structures (Regulation 9);
- (d) Formwork and support work (Regulation 10);
- (e) Excavation work (Regulation 11);
- (f) Demolition work (Regulation 12);
- (g) Tunnelling (Regulation 13);
- (h) Scaffolding work (Regulation 14);
- (i) Suspended platform operations (Regulation 15);
- (j) Boatswain chairs (Regulation 16);
- (k) Material Hoists (Regulation 17);
- (l) Batch plant operations (Regulation 18);
- (m) Explosive powered tools (Regulation 19)
- (n) Cranes (Regulation 20);
- (o) Construction vehicle and mobile plant (Regulation 21(1));
- (p) Electrical installation and machinery on construction site (Regulation 22);
- (q) Use of temporary storage of flammable liquids on construction site (Regulation 23);
- (r) Water environments (Regulation 24);
- (s) Housekeeping on construction sites (Regulation 25)
- (t) Stacking and storage on construction sites (Regulation 26);
- (u) Fire precautions on construction sites (Regulation 27); and
- (v) Construction welfare facilities
- (w) Incident Investigator
- (x) Construction Supervisor and Assistants (Regulation 6)
- (y) Construction Health and Safety Officer (Regulation 6) and Traffic Safety Officer

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Principal Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

B9407 PROJECT / SITE SPECIFIC REQUIREMENTS

A description of the works to be constructed can be found in the Project Specifications, Part A, in the Tender Document.

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

Health risks:

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Working at heights
- Working over water
- Protection against dehydration and heat exhaustion
- Exposure to dust resulting in pneumoconiosis and potential silicosis
- Unprotected exposure to wet and cold conditions
- Exposure to hazardous substances, including the use of radioactive materials in testing equipment, and chemicals used on site.
- HIV / Aids

Noise Risks:

The Principal Contractor or Contractor or owner of the construction plant shall take noise level readings for each type of construction plant to be used on the project and establish a noise zone for each type in terms of Regulation 9 of the Noise-Induced Hearing Loss Regulations where required in terms of the Regulations, suitable hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Based on the results of this monitoring, the contractor may have to make budgetary provision for the medical screening of all employees working in an area where the OEL is exceeded.

Construction traffic:

The Principal Contractor must state at what maximum speed traffic, especially haulers, shall be allowed to travel at on site and on haul roads. This limit must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Client or OHS agent.

On EPWP projects additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage.

Emergency Procedures:

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of emergencies occurring on site;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, major incidents/accidents, etc. The Principal Contractor shall advise the Client, Agent, Client and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

First Aid Boxes and First Aid Equipment:

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Unless agreed with the Client, at least one first aider shall be certified as Level 3. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements of the Annexure to Regulation 3 of the General Safety Regulations. All Principal Contractors with more than 5 employees shall supply their own first aid box. There must be a trained and certified First Aider (at least Level 1) with each work team on site at all times.

It is suggested that all supervisors carry a first aid kit in their vehicles at all times.

Personal Protective Equipment (PPE) and Clothing:

The Principal Contractor shall ensure that all workers, temporary or permanent, are issued with and shall wear hard hats, protective footwear, reflective bibs or vests and overalls as well as any other necessary PPE as set out in Regulation 2.3 of the General Safety Regulations. Principal Contractors are must provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Issued
- Lost or stolen;
- Worn out or damaged.
- Issued to temporary labour or staff.

The above procedure applies to Principal Contractors and their Contractors, as they are all Employers in their own right. Any person found on site without the necessary PPE, especially reflective jackets or bibs, will be removed from site until the PPE is supplied and worn.

In order to facilitate the payment for PPE as defined in Regulation 13.03 the Contractor must set out his system for the procurement of PPE.

PPE must also be issued to the Consultant's staff, as set out in the Specifications or as requested by the Client.

Medical Certificates and Medical Surveillance.

Intake and exit medical certificates provided by a registered Health and Safety Practitioner must be obtained for all persons involved in:

Exposure to Hazardous chemicals (HCSR Reg 7)

Working at Heights (CR Reg 8 (2))

Noise (noise induced hearing loss regulations)

Operation of Construction Vehicles (CR Reg 21 (d))

"Listed" activities in terms of Regulation 12(c) of the Act.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance, as well as job specifications per job category.

Workers need to be screened annually. Where new workers are employed, surveillance is required prior to commencing, annually if necessary and prior to exit. Permanent employees must be on an annual programme.

In the case of permanent employees of the Principal, Contractor or sub-contractor no payment will be made for these certificates as they are deemed to be already issued. In the case of temporary employees, payment will be made in terms of the payment item.

Exposure to hazardous materials

The Principal Contractor shall, in his Health and Safety Plan, state what methods will be used to determine the exposure of workers to any hazardous materials used on site. Particular attention must be given to those who are exposed for long periods of time. This is particularly important in the cases of workers exposed to bituminous materials. Regular medical surveillance must form part of the Principle Contractor's Health and Safety Plan.

Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area' in the appropriate positions. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended. All excavations shall be suitably guarded.

Signs shall be posted at all entrances to the site indicating that a construction site is being entered and that persons should take note of safety requirements.

Induction of employees and visitors

In terms of Regulation 7(7); (8) and (9) inductions must be carried out for employees and visitors to the site. The Contractor's Health and Safety Plan must set out how this will be done as well as how the entrance of visitors to the site will be regulated. The type of proof of induction contemplated in Regulation 7 (9) shall also be stated.

Accommodation of Traffic

Attention is drawn to the provisions of Section 1500 of the COLTO specifications and the amendments to the Regulation as given in the Contract Data and Scope of Work. It must be noted that fines are specified for non-compliances.

Use of Support Work (scaffolding and other temporary works)

This should be read in conjunction with Regulation 6200 of the COLTO specifications.

Where support work and any other temporary works as contemplated in Regulation 10 of the Regulations are required, these must be properly designed and signed off by a competent person.

In these instances a competent person is defined as a Professional Client (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design,

Checks in the field as required by Regulation 10 shall be carried out by an experienced, competent person.

Use of Radioactive Equipment

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001.

Transportation of workers on site.

Workers shall be transported to, from and on site according to both the provisions of Regulation 21 of the CR as well as the Road Traffic Act. Over and above this, Vehicles used shall be covered and no equipment or materials shall be transported in the same vehicle at the same time as workers. No additional payment will be made for this.

Use of Crushers

Where a crusher is established on site, and where quarries are worked, this facet of the project falls within the requirements of the Mines Health and Safety Act (Act No 29 Of 1996) the regulations in respect of Health and Safety in this Act will apply as well as appropriate Regulations of the Construction Regulations. The District Mining Client as well as the OHS auditor will carry out audits on this aspect of the project.

Blasting

All blasting must be done according to the provisions of the Explosives Act 15 of 2003 and the regulations to the Occupational Health and Safety Act. Method statements and risk analyses will be required before blasting will be permitted.

B9408 HEALTH AND SAFETY FILE

The Principal Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
 - Notification of construction work
 - Proof of registration with the Compensation Commissioner or FEMA
- All reports of inspections and audits
- All non-conformity reports
- A record of all working drawings, calculations and design where applicable
- Detailed list of Contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Method Statements, Hazard Identification and Risk Assessments carried out for the project.
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations
- Medical certificates of fitness.
- Record of Competencies
- Training Records

Annexure B is a list of the records to be kept on site. The inclusion of other, relevant documents is encouraged.

The Health & Safety File shall be handed over to the Agent on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any subcontractors.

B9409 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Principal Contractor shall have a risk assessment performed and recorded in writing by a competent person; this shall be based on a method statement drawn up specifically for the task in question. (Refer Regulation 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Contractor shall compile method statements to address or handle the following:

- Hazards particulars to the contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

Principal Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Client, Client, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Principal Contractor.

B9410 ARRANGEMENTS FOR MONITORING AND REVIEW

The Client, or his agent, will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C can be used as a format when conducting the audit.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client, or his agent, on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

B9411 NONCONFORMITIES

Should, at any time, the works, or part of the works, be stopped in terms of Regulation 4 subsection (e) of the Regulations, neither the Principal Contractor nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute areas where penalties will be applied, including examples of types of non-conformances:

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Hard hat /reflective jacket off. Non-use of PPE supplied	Fall protection harness not tied off / not worn. Toilets not supplied or regularly serviced.	Health and Safety Plan not approved. Workers transported with plant
Minor misdemeanours not addressed from previous H&S audit	Documentation relative to contractors not audited and not approved prior to starting	Letters of Good standing expired
	No OHS report at site meeting; per month.	Any breach of legal requirements.

These examples are not inclusive but are only indications of the type of non-conformance which will attract penalties.

Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the Client, shall be sufficient cause for the Client to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Occupational Health and Safety Specification and Plan.
- (ii) In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after an instruction to this effect has been given by the Client. The Client's instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

B9412 REPORTING

All accidents and incidents as defined in Regulation 8 of the General Administrative Regulations must be recorded on the form as set out in Annexure 1 to the Regulations and investigated in terms of Regulation 9.

Records must be retained as required by Regulation 9 of the GAR.

The Site Safety Officer must compile a safety report on a monthly basis, setting out all incidents and accidents and any other information relating to safety on the site. This is to be presented to the most convenient site meeting and a copy held on the Health and Safety file. A copy of this report must be sent to the Client's Health and Safety Agent as soon as possible.

B9413 MEASUREMENT AND PAYMENT

Item Unit

B94.01 Preparation of Contractor's site specific Health and Safety Plan..... Lump Sum

The rate for this item must cover all expenses incurred in preparing the Contractor's site specific Health and Safety Plan as required by the Client's Health and Safety Specification in this document

Item Unit

B94.02 Principal Contractor's initial obligations in respect of the OHS Act and Lump Sum

Construction Regulations

The full amount will be paid in one instalment only once: -

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.

- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

Item Unit

B94.03 Principal Contractor's time related obligations in respect of the OHS ActMonth and Construction Regulations

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time.

This will include the updating and administration of the Health and Safety file.

Item Unit

B94.04 Provision of Personal Protective Equipment (PPE)Sum

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their on costs in this regard. Any items of PPE not included on the list will be paid for only after the Client as agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for. Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

Item Unit

B94.05 Provision of full time Construction Health and Safety OfficerMonth

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the induction and training of all persons on site. If a part time safety officer is appointed, by agreement with the Employer, then the amount Tender will be prorated according to the amount of time spent on the project.

Item Unit

B94.06 Costs of medical certificates and Medical Surveillance (see above)Sum

This item shall covers all costs in involved in the obtaining of entrance, annual and exit medical certification and conducting medical surveillance for operators of Construction vehicles and mobile plant as contemplated in Regulation 21(d) (ii) Workers at Heights, Regulation 8 (2) (b)of the Regulations and workers exposed to hazardous chemicals including bituminous fumes, Regulation 7 of the HSCR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above: workers in quarries as required by the Mines Health and Safety Act. Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating

B94.06 a) Initial (baseline) medical examinations.

B94.06 b) Exit examinations

Item Unit

B94.07 Induction TrainingSum

This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required.

Payment will be made on the figures contained in the induction section of the Health and Safety File.

Item Unit

B94.08 Environmental MonitoringSum

Payment for this item shall cover all costs incurred in testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, dust, the presence of Silica, and noise as required by the Construction Regulations and the Mine Health and Safety Act.

Item Unit

B94.09 Establishment of noise zones and AudiogramsSum

- B94.09 a) Establishment of noise zones
- b) Audiograms

a) This item shall cover all costs involved in the establishment of noise zones in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last year, the test need not be repeated.

b) This item shall cover all costs involved in carrying out audiograms in compliance with Regulation 8 of the Noise-induced Hearing Loss Regulations. In the case of permanent staff payment will only be made when and if these need to be updated.

Item Unit

B94.10 Payment for Health and Safety Representatives at meetingsSum

The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at monthly meetings and shall compensate the Contractor for loss of productive time at these meetings

Item Unit

B94.11 Provision of First Aid BoxesSum

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

Item Unit

B94.12 Submission of the Health and Safety FileLump Sum

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

Notwithstanding any statements in Section 1300 of the COLTO Specifications, should the Certificate of Practical Completion be issued after the Contractual Completion date no payment will be made under items 13.02 and 13.03 for the period between the Contractual Completion date and the date of issue of the Certificate of Practical Completion. This, however does not relieve the Principal Contractor of any of his legal responsibilities for Occupational Health and Safety in terms of the Act and Regulations.

ANNEXURE A:RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure 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 in respect of the OHSA & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHSA & Regulations.	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 Health and Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Principal Contractor
8.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal 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)]	Principal Contractor
11.	9(2)(b)	Inform Principal 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	Principal 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	Principal Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Principal Contractor
17.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Principal 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	Principal Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal 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	Principal Contractor
24.		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25.		Record of safety inspections on equipment using radioactive materials.	Principal Contractor

**ANNEXURE B
OCCUPATIONAL HEALTH AND SAFETY
AUDIT SYSTEM**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

<i>Subject</i>	Requirements	Yes/No	<i>COMMENTS</i>
Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site		
Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees		
Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site		
OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly		
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		
Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.		
Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor		
Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor		
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.		

Subject	Requirements	Yes/No	COMMENTS
Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.		
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		
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		
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		
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		

Subject	Requirements	Yes/No	COMMENTS
	<ul style="list-style-type: none"> - weekly whilst in place - before stripping/dismantling. Inspection register kept		

Subject	Requirements	Yes/No	COMMENTS
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		
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 Client 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 - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp. Scaffold medically examined for physical & psychological fitness. Written proof available		

Subject	Requirements	Yes/No	COMMENTS
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: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used		
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 carried out by competent person before each shift. Inspection register kept		
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.		
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		
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		

Subject	Requirements	Yes/No	COMMENTS
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		
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/Storeman. Register kept.		
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		

Subject	Requirements	Yes/No	COMMENTS
<p>Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</p>	<p>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/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually</p>		
<p>First Aid</p>	<p>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</p>		
<p>Personal Safety Equipment (PSE)</p>	<p>PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE</p>		
<p>*Inspection & Use of Welding/Flame Cutting Equipment</p>	<p>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</p>		
<p>*Control of Storage & Usage of HCS</p>	<p>Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS</p>		

Subject	Requirements	Yes/No	COMMENTS
	Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site		
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): <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair 		
Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - 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		
Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept		
Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.		
OTHER	Any items which are not covered in the audit but require attention by the PC (e.g. updated method statements, safe work procedures etc.).		

ANNEXURE C

HAZARDOUS TASK IDENTIFICATION

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

MAIN TASK	SUB TASK
ACCOMMODATION OF TRAFFIC	Manning of stop/go signs
	Dust
	Traffic speed
	Provision of safety equipment
	Working next to traffic
	Erection of signage
BLASTING	
	Drilling
	Preparation of Blast area
	Blasting
CONCRETE WORK	Erection and operation of batching plant
	Operation of small mixers
	Placing concrete with ready mix trucks/dumpers
	Placing concrete manually
	Finishing of concrete surfaces
	Operations in precast yard

Mhlontlo Local Municipality Emergency Water and Sanitation intervention at Tsolo And Qumbu Offices

DEMOLITION	Using hand breakers
	Using Explosives
	Using manual labour
	Removal of spoil
EARTHMOVING AND LAYERWORKS	Use of earthmoving plant, e.g. bulldozers, graders and excavators
	Use of rollers
	Use of tip trucks and other transportation
EXCAVATING	By manual labour
	By excavating equipment e.g. TLB
	Operations inside excavations
	Drilling
	Piling
	In narrow trench
	Work in Quarries
	Work in Borrow pits
ELEVATED WORKING	Erection of scaffolding
	Removal of scaffolding
	Erection of support work
	Removal of support work
	Ladders
	Working on platforms
	Risk of falling
	Working on scaffolding
	Working under overhead structures

	Use of cranes
	Use of lifting equipment
	Use of slings, chains and winches
ELECTRICAL	Installation of electrical services
	Temporary installations
	Dealing with services provided by others
	Working near power lines
FIRE	Use and placement of fire extinguishers
	Fire fighting
SHUTTERING AND FORMWORK	Off-loading and handling
	Storage
	Erection and removal
MISCELLANEOUS	Site Establishment
	Housekeeping
	General storage
	Movement of equipment
	Use of personal transport
SURFACING	Asphalt batch plant
	Use, storage and handling of bituminous products
	Distributors
	Spraying by hand
	Use of paving machines

	Use of rollers
	Use of heating apparatus
CULVERTS AND STORMWATER	Moving and placing of pipes
Other than noted in other sections	Bedding
	Placing and compacting fill
WORKSHOPS	Use of small electrical tools
	Gas and Flame Cutting
	Welding
	Explosive powered tools
	Use of general workshop equipment
	Tyre repair
	Use of jacking and lifting apparatus
HAZADOUS MATERIALS	Petrol
To be added to as required	Diesel
Materials safety date sheets as required	Lubricants
	Cement and cement bags
	Road lime and lime bags
	Flammable materials
	Gas bottles
LABORATORY This should be drawn up in conjunction with the Laboratory Manager.	Use of Radioactive materials in testing equipment. Storage and compliance with regulations.
	Use of stoves and gas burners
	Use of presses, automatic and hand compactors.

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable standards

The following documents and COLTO standards and associated specification data are applicable and form part of the Contract:

- i) **Volume 1:** General Conditions of Contract for Construction Works (2015) as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.
- ii) **Volume 4:** The Standard Specifications for Civil Engineering Construction of the South African Bureau of Standards (SABS 1200). This publication is available from the South African Bureau of Standards, as amended, shall apply to this contract. The amendments are those issued by SABS 1200 and reproduced in Part B1, together with additional amendments as set out in Part B2
- iii) **Volume 3 :** This document
- iv) **Volume 4 :** Book of Drawings issued as Volume 4
- v) Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP).
- vi) Health and Safety Specification (may be bound in at the back of Volume 3 or issued as a separate volume)
- vii) Occupational Health and Safety Act
- viii) Environmental Management Plans

C3.5.1.2 Particular or Generic specifications

- a) The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.
- b) In addition, the following Particular Specifications that are bound into this document will also apply:

Section 1900: Dayworks (provisional)

Section 9300: Environmental Management Plan Implementation

Section 9400: Occupation Health & Safety specifications

C3.5.1.3 Planning and programming

The extent of the works contained in the Bill of Quantities is aimed at upgrading certain of the district road network over the contract period. However, should the tender amount exceed the Employer's budget, or should the Employer's annual budget be reduced during the course of the contract, the Employer reserves the right to reduce the scope of the works to suit the available budget.

The time for completion of this Contract is as stated in the Contract Data.

The Client will determine the extent of the work to be executed in terms of the contract. A preliminary overall maintenance plan indicating the anticipated maintenance activities over the 6 month period, based upon an initial needs analysis and current budgets.

The Contractor should also note that, during the contract period, other contracts may be running on the section of road requiring maintenance.

The Contractor should take cognisance of this for his programme and will be required to fully accommodate these contractors. No additional payment will be made for any inconvenience in this regard.

The Contractor shall submit his programme within the time stated in the Contract Data to the Client in bar chart form showing clearly, in addition to the requirements of Clause 15 of the General Conditions of Contract, the following:

- The various stages of work planned to be completed per month to suite the overall programme.
- Critical path activities
- Anticipated value of work to be done during each month.
- His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.
- The lead time for training local labour if required.

When drawing up his programme, the Contractor shall also, *inter alia*, take into consideration and make allowance for:

- Expected weather conditions and their effects (e.g. for grading work).
- The requirements and effects of employing labour intensive construction methods.
- The accommodation and safeguarding of public access and traffic.
- Presence of other contractors on site.
- All other actions required in terms of this document.

The Client will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalised with the Contractor at least one month in advance. Once the programmes have been finalised a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Client, the Contractor will be notified of the work that he is to undertake for the month by means of a Works Instruction from the Client.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Client to take steps as set out in Clause 43 of the General Conditions of Contract.

Certain maintenance activities may be restricted on certain roads on days with increased traffic flows. The Contractor must allow for these restrictions in his monthly programme and no extension of time or claims in this regard will be considered. For this contract, the days with restrictions are indicated in the table overleaf:

DATE	ACTIVITY TO BE RESTRICTED	PERIOD OF RESTRICTION
Weekends	All routine road maintenance activities which may disrupt the normal flow of traffic.	From 16h00 on Friday till 07h00 on Monday
School closure		For 2 days before closing
School opening		For 2 days before opening
Long weekends		From 12h00 on day preceding, for duration
December holidays		Duration of holidays (taken as 15/12 – 08/01)

The Contractor will only be allowed to undertake work on the affected roads during these periods with the approval of the Client.

Should the Contractor fall behind his monthly programme he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works, or any part thereof, within the time for completion as defined or any extended time granted.

Failure to produce a revised programme may prejudice the Contractor in any claim for an extension of time.

C3.5.1.4 Sequence of the works

The Client will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalised with the Contractor at least one month in advance. Once the annual programmes have been finalised a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Client, the Contractor will be notified of the work that he is to undertake for the month (or emergency works, as they occur) by means of a Works Instruction from the Client.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Client to take steps as set out in Clause 55 of the General Conditions of Contract.

C3.5.1.5 Computer equipment and software

No computer equipment is required by the Client.

C3.5.1.6 Methods and procedures

All work to be carried out will be in compliance with the following minimum requirements

- The Routine Road Maintenance Procedures Manual as issued by the Department Roads and Public Works of the Eastern Cape (Version 1, February 2002)
- gravelling and Road Betterment Procedures Manual (Version : 3–Feb 2005)
- The OHS Act
- Environmental Management Plans
- Departmental Details drawings
- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition)

C3.5.1.7 Materials and Road Condition Reports

Preliminary road condition surveys and road logs indicating the existing condition of the proposed roads to be maintained are available at the Client's offices for perusal during working hours.

Control Testing of Earthworks and Road Layers

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Client's check test, he may dispense with his own tests. However, should the Contractor wish to use the Client's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

Process Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Client for approval. No payments will be made without this information, unless partial payment is allowed for special items in terms of the project specification.

Acceptance Control Testing

The Client may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Client, will be for the account of the Contractor.

C3.5.1.8 Environment

The Contractor will prior to the commencement of any construction or repair work prepare and submit an Environmental Management Plan (EMP), for approval by the Client.

The EMP shall clearly demonstrate how the Contractor intends mitigating damage to the environment, as a result of their construction activities.

The Contractor shall further appoint an Environmental Control Officer (ECO), who shall inspect all construction related activities and who shall report on non-compliance items.

Further, the ECO will submit his/her Environmental Audits at monthly site meetings, for discussion by all role players.

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

b) Environmental Management

The Contractor will be required to compile a comprehensive Environmental Management Plan (EMP), which should address the management and monitoring of environmental impacts related to this repair contract.

The EMP should therefore identify potential environmental impacts and should further demonstrate how there would be mitigated and controlled.

The Contractor shall be responsible for implementing and managing an Environmental Management Plan in terms of the particular specifications for the borrow pits. The Contractor's authorised agent shall report to the Client regarding compliance with the conditions as stipulated in the Environmental Management Plan. The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Section 12000 of the Project Specifications. Where, in the opinion of the Client, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his expense and to the satisfaction of the Client.

Trees and shrubs established in the landscaped areas of the road reserve may under no circumstances be disturbed without specific instruction from the Client for their removal. Trees and shrubs inadvertently destroyed by the Contractor shall be replaced with the equivalent at the Contractor's expense.

Disposal of any bituminous-based material shall only be at an approved location and by means of an approved method, arranged beforehand with the Client.

Storage sites for all bituminous products in the road reserve, or on private property, are to be approved by the Client prior to use. The containers used for storage shall be free of leaks and placed on a firm surface. No spoiling of any bituminous products shall be allowed in these areas. Unused or rejected products shall be removed from site and returned to the supplier. Solvents used for flushing spray tankers shall be treated likewise.

No separate payment items will be scheduled for the compliance by the Contractor with the EMP. These costs will be deemed to be inclusive of the rates tender for the works.

C3.5.1.9 Accommodation of traffic on public roads occupied by the contractor

The Works will be undertaken in a manner that will minimise the interference with public traffic, consistent with established routine road maintenance practices. Although inconvenience to road users will be inevitable, the Contractor must ensure that road users have continuous access on and to, a public road.

Temporary road traffic signs shall at all times be displayed at the works as specified on the drawings and in accordance with the requirements of this document, as well as the South African Road Traffic Signs Manual, in conjunction with Manual K56 "Safety at Roadworks in Rural Areas", and the Routine Road Maintenance Procedures Manual of the Department of Transport and Roads of the Eastern Cape. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the above requirements.

The traffic signs shall be covered or removed when not required at night and over weekends. No diversions are generally required and the Contractor shall regulate the traffic with flagmen and take all precautions necessary to promote the safe and easy flow of traffic on or next to the roadway under repair.

The Contractor, if so instructed in writing, shall nevertheless provide a diversion at places with a high traffic safety risk. Except where otherwise specified, additional payment over and above payment under the payment items included in the Contract, will be made for the construction of the diversion and the additional measures required to control traffic as specified by the Client.

Should the Contractor neglect to apply the road traffic safety measures specified without due diligence, the Client may temporarily stop the works until the Contractor has rectified the situation or impose a penalty for each contravention of the requirements of the Specifications as detailed in Section 1500.

The Contractor will be responsible for the accommodation of traffic on, and maintenance of the existing roadways used by the public as instructed by the Client, from the date of site handover, to the issuing of the Certificate of Completion for the works as a whole.

No separate payment items have been scheduled for the accommodation of traffic or traffic signage and all these costs will be deemed to have been included in the relevant payment items of the appropriate works.

The Contractor must ensure that a competent person, that can act as a Traffic Safety Officer, is present on site at all times to deal with all issues relating to traffic accommodation. This person will, at all times, be responsible for the construction, spacing, placement and maintenance of traffic control devices.

C3.5.1.10 Other Contractors on site

When drawing up his programme, the Contractor shall also, inter alia, take into consideration and make allowance for the presence of other contractors on site

C3.5.1.11 Testing, completion, commissioning, and correction of defects

The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works. This is covered in the Scope of Works.

C3.5.1.12 Recording of weather

The Contractor will be responsible for recording and maintaining a daily log of weather conditions throughout the duration of the contract. During the execution of the Works, The Client's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only if less than 30% of the work force and plant on site could work during that specific working day.

C3.5.1.13 Format of communications

The Contractor will keep on site at all times a Site Instruction Book in which the Client's Representative will issue any Site Instructions for variations of the Work. All correspondence will be written, signed, copied to the Employer and Contractor. The Client will maintain a file of all original correspondence.

The Contractor shall furnish the Client daily with records, as per the Employers Web Based Reporting System of work executed by him for each activity. The records shall include information such as description, location, measurement, plant and labour hours, where applicable, and all other information the Client may require for the record and measurement purposes.

Reports to be submitted to the Client timeously, non-compliance may result in payment not being made.

C3.5.1.14 Key personnel

A Schedule of Key Personnel is included in Volume 3 of the Contract document.

C3.5.1.18 Use of borrow pits

The Contractor is to obtain all gravel wearing course material from the existing or new borrow pits in the vicinity of the project, as instructed by the Client. The Contractor is to adhere to the specific requirements contained in the EMP pertaining to work methods in borrow pits.

C3.5.1.19 Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Scope of Works, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into the Contract document.

The Contractor shall, in terms of regulation 5(1), provide a comprehensive Health and Safety Plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Regulations.

C3.5.1.20 HANDING OVER SITE, SETTING OUT AND CONFIRMING THE SCOPE OF WORKS WITH THE CONTRACTOR

The entire road reserve within the Local Municipal Area (and indicating any "soft boundaries" if applicable) will be handed over to the Contractor at the commencement of the Contract.

The Contractor will be responsible for executing the routine maintenance and construction activities as specified in the maintenance plan. He will work on all the roads for the duration of the Contract but will only occupy certain specific roads as agreed to and indicated in the approved monthly programme. The Contractor will be responsible for the said section of road from its handover, to the issuing of the Certificate of Completion.

The Client, the Contractor and supervisory staff shall together carry out a joint inspection at the time of the handing over of the site. During such an inspection the scope of the works will be set out for each of the roads / road sections indicating the various activities to be conducted, as well as making notes of all damaged fences, guardrails, signs and any other notable problems or features that exist.

The following matters are to be confirmed at the time of handing over and before the commencement of any work:

Confirming position of the site camp and/or any additional temporary site camps that may be required.

The construction limits, lengths, widths and areas of routine maintenance or construction to be conducted for the various sections of road.

The determination of the trial section for each type of maintenance / construction activity to be performed.

The location of kilometer markers and reference beacons to be used for setting out purposes.

The location of remedial / repair / general maintenance and preparatory work to be carried out.

The location of the proposed stockpile areas and the responsibilities of the Contractor with regard to the road reserve area in terms of the clearing and grubbing if required, fencing, motor gates, stock grids, road markings, road signage, mowing of grass and the like.

The proposed method of accommodation of public traffic with regard to safety, sight distance, interference with existing road signs and road markings within the work section and providing advance warning before the work section.

The method of construction / treatment envisaged for each of the sections (sections to be receive edge break repair, crack sealing, light blading, pothole patching etc.) and the like, are to be confirmed and set out with the Contractor.

Supervisory, test control measures and procedures are to be confirmed.

The position of all the existing pipe culverts (all hydraulic control structures), concrete lined TRIAL SECTION.

Before the Contractor commences with the construction/maintenance works, he shall demonstrate on a test section (for each type of maintenance activity) that the equipment and processes he intends to use, will enable him to execute the Works in accordance with the specified requirements. The trial sections for the various maintenance activities shall also serve as a basis to agree the interpretation of the Specifications for application during the Contract Period and the criteria and methods to be used by the Client for acceptance control.

Only when the trial sections have been satisfactorily completed in conformity with the specified requirements, will the Contractor be allowed to commence the maintenance/repair works. The Client shall, as far as is practical, select the location of the trial section at a position with characteristics which are representative of the general conditions to be found with the balance of the proposed works. The Client may require the construction of additional trial sections should the materials available or methods of construction significantly change during the course of the Contract.

No additional payment will be made for the demonstration at the trial section, other than for the work completed and accepted as part of the Works, at tender rates.

C3.5.1.21 COMPLETION TIME OF SPECIFIED ACTIVITIES AND PENALTIES

Due to the nature of maintenance work, certain items of work shall be carried out as a matter of routine, and others as emergency cases. The Contractor will be called upon to do remedial work at very short notice in some instances, in which case the Contractor shall proceed to carry out the work without delay and report to the Client in writing as soon as practically possible the extent of the work carried out.

It is a condition of the contract that certain specified activities must either be completed within a specified period or responded to within a specified time if they have been classified as emergency repairs by the Client. All other construction or maintenance activities will be classified as routine, and conducted as per the programme and works instructions.

Completion time for an activity:

Completion time is defined as that period from the date on which an instruction is received by the Contractor from the Client, to the date of full completion of the specific activity. The completion times are as indicated in the attached programme.

Responding time:

Responding time is defined as that period of time on which an instruction is received by the Contractor from the Client, to the time of reporting at an indicated place, by the designated team.

Emergency response and completion times:

3.5.2 EMPOWERMENT PRINCIPLES

3.5.2.1 Labour Intensive Construction Methods

Labour intensive construction methods based on the Expanded Public Works Programme (EPWP) will be utilised where practically possible and feasible. Construction activities that are undertaken using labour intensive methods shall be based on the prevailing statutory minimum wage as determined by the Department of Labour.

Emergency Activity	Completion Time	Responding Time	Penalty for late responding	Penalty for late completion	Penalty for not meeting specification
Repairs on Access Roads	As specified by Client	1 day	R500/day	R250/day	R1000/occurrence

3.5.2.2 Local Labour

Should personnel and labour, in addition to that provided by the Contractor, be required, the Contractor must endeavour to employ labourers, artisans and subcontractors from the community within the Local Municipal Area for the execution and completion of the work.

The Contractor and his sub-contractors shall ensure that they enter into a Contract of Employment with each employee engaged on the labour intensive aspects of this Contract.

C4: SITE INFORMATION

TABLE OF CONTENTS	PAGE
C4.1: Geotechnical.....	C4.2
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C4.3: Environmental.....	C4.3

C4.1 GEOTECHNICAL

No major excavations are required. Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.

No responsibility is accepted for any conclusions drawn by Tenderers from the results and information supplied (if any) and Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract. Tenderers are at liberty to excavate any further trial holes or to carry out other investigations to satisfy themselves as to the nature of the ground that will be encountered in carryout the Works, provided that they advise the Engineer of their intention to carry out such further trial hole excavations or other investigations so that the necessary safety requirements can be ensured. Any trial hole excavated in areas close to pedestrian or vehicular traffic shall be barricaded and shall be backfilled immediately after inspection of the soil conditions.

The Tenderer shall be fully liable for any claims for losses, damage or injuries whatsoever arising out of, or as a consequence of, carrying out trial hole excavations for the purpose of his tender. Furthermore, the Engineer's authority for the carrying out of any exploratory excavations is subject to the Tenderer indemnifying the Employer and the Engineer against any such claims.

C4.2 ATMOSPHERIC / CLIMATIC

Extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table C4.2.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table C4.2.1, will qualify for consideration of extension of time.

Table C4.2.1: Expected Number of Working Days Lost per Month due to Normal Rainfall

(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Pretoria. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 16 December to 5 January.)

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table C4.2.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

C4.3 ENVIRONMENTAL

The Contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist.

C5: DRAWINGS

C5 Drawings

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The 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. Drawings issued as part of this volume are listed hereafter.

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: