



**MUNICIPAL NOTICE No.: 111 of 2023  
TENDER NO: 8/2/RNM0441**

**REFURBISHMENT OF TATANE SPORTSFIELD IN WARD 23  
CIDB CLASSIFICATION 6CE OR HIGHER**

Name of Tenderer: .....

This tender closes at 12h00 on 25 July 2023 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**BID AMOUNT R** \_\_\_\_\_

<p><b>Issued by:</b></p> <p><b>RAY NKONYENI MUNICIPALITY</b></p> <p>No.10 Conner Street Marburg Port Shepstone 4240</p> <p>Tel: 039 688 2000 Fax: 039 682 0327</p>	<p><b>Prepared By:</b></p> <p><b>HI-TECH CONSULTING ENGINEERS AND PROJECT MANAGERS (PTY)LTD</b></p> <p>Office No.49 The Tydes 786 Marine Drive Shelly Beach 4265</p> <p>Tel: 087 056 1892 Fax: 087 056 1891</p>
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## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0441	CLOSING DATE:	25 July 2023	CLOSING TIME:	12H00
DESCRIPTION	REFURBISHMENT OF TATANE SPORTSFIELD IN WARD 23				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
10 Connor Street					
Port Shepstone					
4240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLYCHAIN MANAGEMENT		CONTACT PERSON	Thabsile Ngcobo	
CONTACT PERSON	Bongani Mfenqa		TELEPHONE NUMBER	039 688 2144/55	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	039 688 2156	
E-MAIL ADDRESS	<a href="mailto:Bongani.mfenqa@rnm.gov.za">Bongani.mfenqa@rnm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Thabsile.ngcobo@rnm.gov.za">Thabsile.ngcobo@rnm.gov.za</a>	

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM0441

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDER ADVERTISED</b>	:	Thursday, 22 June 2023
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	6CE
<b>CLARIFICATION MEETING</b>	:	Thursday, 06 July 2023 AT 10H00
<b>VENUE FOR CLARIFICATION MEETING</b>	:	VIRTUAL CLARIFICATION MEETING
<b>CLOSING DATE</b>	:	Tuesday, 25 July 2023
<b>CLOSING TIME</b>	:	12H00
<b>CLOSING VENUE</b>	:	Bid Box at Municipal Offices at 10 Connor Street, Port Shepstone
<b>INSTRUCTIONS</b>	:	Fully completed Bid Documents, with two (2) copies of the original document in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation, must be deposited into the bid box.

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NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM0441

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for the **REFURBISHMENT OF TATANE SPORTSFIELD IN WARD 23** within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 6CE OR HIGHER, are eligible to submit a tender and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/>, as from **Friday, 23 June 2023**.

**A non-compulsory virtual clarification meeting will be held by the Department of Technical Services on Thursday, 06 July 2023 at 10h00. Bidders willing to participate in the meeting must send their email addresses to [thabsile.ngcobo@rnm.gov.za](mailto:thabsile.ngcobo@rnm.gov.za) and [bridget.turrell@rnm.gov.za](mailto:bridget.turrell@rnm.gov.za) no later than business end Wednesday, 05 July 2023.**

Bidders to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **TENDER NO: 8/2/RNM0441 – REFURBISHMENT OF TATANE SPORTSFIELD IN WARD 23.**

The completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the Bid Box of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Tuesday, 25 July 2023 at 12h00**. After closure, the tender will be opened in public.

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal.

SPECIFIC GOALS	POINTS	Verification Documents
Local companies	10	Proof of Company Address
An EME or QSE which is at least 100% owned by black people	10	CIPC: Shareholders certificate and Sworn Affidavit
<b>Total points</b>	<b>20</b>	

### **Stage 2: Functionality**

Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience of the bidder – civil projects	40
Experience of the bidder – building projects	25
Qualifications and experience of Site Agent	20
Experience of Foreman	15
<b>Total Possible Points</b>	<b>100</b>

Bidders must score a minimum of 60% to pass functionality evaluation.

Technical enquiries may be addressed to Miss. Thabsile Ngcobo of Ray Nkonyeni Municipality by no later than three days before tender closure on 039 688 2144 and Email Address: [thabsile.ngcobo@rnm.gov.za](mailto:thabsile.ngcobo@rnm.gov.za) Procurement enquiries may be addressed to Bongani Mfenqa of Ray Nkonyeni Municipality by no later than three days before tender closure on Tel No.: 039 312 8304 or Email: [bongani.mfenqa@rnm.gov.za](mailto:bongani.mfenqa@rnm.gov.za)

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**NOTE TO BIDDERS ON BID CONDITIONS:**

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid.
- Service providers are required to download bid documents before the clarification meeting and present them in meeting on a specified date if any.
- A non-compulsory virtual clarification meeting will held as per details provided on tender notice.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, [mm@nmm.gov.za](mailto:mm@nmm.gov.za) or fax number 086 529 7195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- The original bid document plus TWO extra (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU  
MUNICIPAL MANAGER

Ray Nkonyeni Municipality  
10 Connor Street  
P O Box 5  
PORT SHEPSTONE  
4240



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RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM 0441

## T1.2 TENDER DATA

### T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

### Standard Conditions of Tender

- Note:
1. These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
  2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

## F.1 GENERAL

### F.1.1 Actions

F.1.1.1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2. The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3. The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### F.1.3 Interpretation

F.1.3.1. The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3. For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:

- i) *someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;*
  - ii) *an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or*
  - iii) *incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.*
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4. Communication and Employer's Agent**

*Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.*

#### **F.1.5. The Employer's Right to Accept or Reject Any Tender Offer**

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

**F.1.5.2.** *The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.*

#### **F.1.6. Procurement Procedures**

##### **F.1.6.1. General**

*Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.*

##### **F.1.6.2. Competitive Negotiation Procedure**

**F.1.6.2.1.** *Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.*

**F.1.6.2.2.** *All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.*

**F.1.6.2.3.** *At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.*

**F.1.6.2.4.** *The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.*

**F.1.6.3. Proposal Procedure Using the Two-Stage System**

**F.1.6.3.1. Option 1**

*Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.*

**F.1.6.3.2. Option 2**

**F.1.6.3.2.1.** *Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.*

**F.1.6.3.2.2.** *The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.*

**F.2 TENDERER'S OBLIGATIONS**

**F.2.1. Eligibility**

**F.2.1.1.** *Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.*

**F.2.1.2.** *Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.*

**F.2.2. Cost of Tendering**

*Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.*

**F.2.3. Check Documents**

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

**F.2.4. Confidentiality and Copyright of Documents**

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

**F.2.5. Reference Documents**

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

**F.2.6. Acknowledge Addenda**

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

**F.2.7. Clarification Meeting**

*Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.*

**F.2.8. Seek Clarification**

*Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.*

**F.2.9. Insurance**

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

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**F.2.10. Pricing the Tender Offer**

**F.2.10.1.** *Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.*

**F.2.10.2.** *Show VAT payable by the employer separately as an addition to the tendered total of the prices.*

**F.2.10.3.** *Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.*

**F.2.10.4.** *State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*

**F.2.11. Alterations to Documents**

*Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.*

**F.2.12. Alternative Tender Offers**

**F.2.12.1.** *Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.*

**F.2.12.2.** *Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.*

**F.2.13. Submitting a Tender Offer**

**F.2.13.1.** *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.*

**F.2.13.2.** *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*

**F.2.13.3.** *Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.*

**F.2.13.4.** *Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.*

**F.2.13.5.** *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*

**F.2.13.6.** *Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*

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

**F.2.13.8.** *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*

**F.2.13.9.** *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*

**F.2.14. Information and Data to be Completed in all Respects**

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

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**F.2.15. Closing Time**

**F.2.15.1.** *Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*

**F.2.15.2.** *Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*

**F.2.16. Tender Offer Validity**

**F.2.16.1.** *Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.*

**F.2.16.2.** *If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.*

**F.2.16.3.** *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*

**F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*

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

*Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.*

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

**F.2.18. Provide other Material**

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

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

**F.2.19. Inspections, Tests and Analysis**

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

**F.2.20. Submit Securities, Bonds, Policies, etc.**

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

**F.2.21. Check Final Draft**

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

**F.2.22. Return of Other Tender Documents**

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

**F.2.23. Certificates**

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

**F.3 THE EMPLOYER'S UNDERTAKINGS**

**F.3.1. Respond to Requests from the Tenderer**

- 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.*
- F.3.1.2.** *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;*
  - b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
  - c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*
- F.3.2. *Issue Addenda***  
*If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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.*
- F.3.3. *Return Late Tender Offers***  
*Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.*
- F.3.4. *Opening of Tender Submissions***
- F.3.4.1.** *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*
- F.3.4.2.** *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.*
- F.3.4.3.** *Make available the record outlined in F.3.4.2 to all interested persons upon request.*
- F.3.5. *Two-Envelope System***
- F.3.5.1.** *Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.*
- F.3.5.2.** *Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.*
- F.3.6. *Non-Disclosure***  
*Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.*
- F.3.7. *Grounds for Rejection and Disqualification***  
*Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.*
- F.3.8. *Test for Responsiveness***
- F.3.8.1.** *Determine, after opening and before detailed evaluation, whether each tender offer properly received:*
- a) complies with the requirements of these Conditions of Tender,*
  - b) has been properly and fully completed and signed, and*
  - c) is responsive to the other requirements of the tender documents.*

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

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

*Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.*

**F.3.9. *Arithmetical Errors, Omissions and Discrepancies***

**F.3.9.1.** *Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.*

**F.3.9.2.** *Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:*

- a) *the gross misplacement of the decimal point in any unit rate;*
- b) *omissions made in completing the pricing schedule or bills of quantities; or*
- c) *arithmetic errors in:*
  - i) *line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
  - ii) *the summation of the prices.*

**F.3.9.3.** *Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.*

**F.3.9.4.** *Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:*

- a) *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*
- b) *Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

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

*Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.*

**F.3.11. *Evaluation of Tender Offers***

**F.3.11.1. *General***

*Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.*

**F.3.11.2 *Method 1: Financial Offer***

*In the case of a Financial Offer:*

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

**F.3.11.3 *Method 2: Financial Offer and Preferences***

*In the case of a Financial Offer and Preferences:*

- a) *Score tender evaluation points for each Financial Offer.*
- b) *Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.*
- c) *Calculate total number of tender evaluation points (TEV) in accordance with the following formula:*

$$TEV = NFO + NP$$

where:

- *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
- *NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.

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

**F.3.11.4 Method 3: Financial Offer and Quality**

*In the case of a Financial Offer and Quality:*

- a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NQ$$

where:

- *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
- *NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.

- d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

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

*In the case of a Financial Offer, Quality and Preferences:*

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

$$TEV = NFO + NP + NQ$$

where:

- *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
- *NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.
- *NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.

- e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable

**F3.11.6 Decimal Places**

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

**F.3.11.7 Scoring Price**

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

$$N_{FO} = W_1 \times A$$

where:

- *N<sub>FO</sub>* is the number of tender evaluation points awarded for the financial offer.
- *W<sub>1</sub>* is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- *A* is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.



**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer $P$ is the comparative offer of the tender offer under consideration			

**F.11.8**

**Scoring Preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9**

**Scoring Functionality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- $S_o$  is the score for quality allocated to the submission under consideration;
- $M_s$  is the maximum possible score for quality in respect of a submission; and
- $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12.**

**Insurance Provided by the Employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.

**F.3.13.**

**Acceptance of Tender Offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14.**

**Prepare Contract Documents**

**F.3.14.1.**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2.**

Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

**F.3.15.**

**Complete Adjudicator's Contract**

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

**F.3.16. Notice to Unsuccessful Tenderers**

**F.3.16.1.** *Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.*

**F.3.16.2.** *After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.*

**F.3.17. Provide Copies of the Contracts**

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

**F.3.18. Provide Written Reasons for Actions Taken**

*Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.*

**Alpha-numerics associated with the Contractor Grading Designations**

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

<b>CIDB Class of Construction</b>	
CE	Civil Engineering
EB	Electrical Engineering Work - Building
EP	Electrical Engineering Work - Infrastructure
ME	Mechanical Engineering
GB	General Building
SB	Asphalt Works (Supply and Lay)
SC	Building Excavations, Shaft Sinking and Lateral Earth Support
SD	Corrosion Protection (Cathodic, Anodic and Electrolytic)
SE	Demolition and Blasting
SF	Fire Preventions and Protection Systems
SG	Glazing, Curtain Walls and Shop Fronts
SH	Landscaping and Horticulture Works
SI	Lifts, Escalators and Travellators (installation, commissioning and maintenance)
SJ	Piling and specialized foundations for buildings and structures
SK	Road Marking and Signage
SL	Structural Steel Fabrication and Erection
SM	Timber Buildings and Structures
SN	Waterproofing of basements, roofs and walls using specialist equipment
SO	Water Supply and Drainage for buildings (wet services, plumbing)
SQ	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.

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## T1.2.2 Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

### Clause No. Variation, Amendment or Addition

## F.1 General

### F.1.1 Actions

*Add the following:*

“The Employer is RAY NKONYENI MUNICIPALITY represented by Miss Thabsile Ngcobo (email: [thabsile.ngcobo@rnm.gov.za](mailto:thabsile.ngcobo@rnm.gov.za).”

### F.1.2 Tender Documents

*Add the following:*

“The following documents form part of this tender and not issued to Tenderer’s, but available from the issuing bodies as applicable:

1. CIDB, “The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender”, Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 “General Conditions of Contract for Construction Works”, Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
4. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
5. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
6. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).

The tender documents issued by the Employer comprise:

**VOLUME 1:** The Tender Document (this document), in which is bound:

#### The Tender

##### Part T1: Tendering Procedures

T1.2 Tender Data

##### Part T2: Returnable Documents

T2.1 List Of Returnable Documents

T2.2 Returnable Schedules

#### The Contract

##### Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

C1.4 Occupational Health And Safety Agreement

##### Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill Of Quantities

##### Part C3: Scope Of Work

C3.1 Description Of The Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

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C3.5 Management  
C3.6 Particular Specifications

**Part C4: Site Information**

C4.1 Geotechnical Investigation

**VOLUME 2:** Drawings (listed in C3.6.4 – Scope of Work)

Volume 1 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.”

**F.1.4 Communication and Employer’s Agent**

*Add the following:*

“Attention is drawn to the fact that verbal information, given by the Employer’s Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer’s Agent is:

Name : Hi-Tech Consulting Engineers and Project Managers (Pty) Ltd  
Address : Office No.49 The Tydes  
786 Marine Drive  
Shelly Beach  
4265  
Telephone No. : 087 056 1892  
Fax No. : 087 056 1891  
Email : [lihlem@htconsulting.co.za](mailto:lihlem@htconsulting.co.za)  
Contact Person : Mr. Lihle Mbuku

**F.2 Tenderer’s obligations**

**F.2.1 Eligibility**

*Add the following after F.2.1.2:*

“Only those tenderers who satisfy the following criteria are eligible to submit tenders:

**A. Construction Industry Development Board (CIDB) Registration**

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 **6CE or higher** class of construction work, are eligible to have their tenders evaluated.

**B. Joint ventures are eligible to submit tenders provided that:**

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the CE class of construction work;
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
5. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

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### C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>."

#### F.2.7 Clarification Meeting

*Add the following:*

"The arrangement for a non-compulsory virtual clarification meeting is as stated in the Tender Notice and Invitation to Tender is as follows:

Date : 06 July 2023  
Time : 10h00

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. ***The briefing will be virtual there will be no site visit, however location will be shared for bidders to view the site.***"

#### F2.10.3 Pricing the Tender Offer

This tender is **NOT** subject to contract price adjustments.

#### F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

Alternative tender do not apply.

#### F.2.13 Submitting a Tender Offer

A. *Add the following at the end of F.2.13.3:*

"Parts of each tender offer communicated on paper shall be submitted as an **original, plus two (2) copies.**"

B. *Add the following after the first sentence of F.2.13.4:*

"The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning."

C. *Add the following after the first sentence of F.2.13.5:*

"The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box : **Foyer of Ray Nkonyeni Local Municipality Offices**  
Physical address : **10 Connor Street, Port Shepstone**  
Identification details : **Tender Number – 8/2/RNM 0441**  
**Notice No. 111 of 2023**

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. 8/2/RNM 0441. Notice No 111 of 2023 - Refurbishment of Tatane Sportsfield in Ward 23**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address."

---

**F.2.15 Closing Time**

**F.2.15.1** *Add the following:*

“The closing time for submission of tender offers is **Tuesday, 25 July 2023 at 12h00**, as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.”

**F.2.16 Tender Offer Validity**

**F.2.16.1** *Add the following:*

“The tender offer validity period is **120 days**.”

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

*Add the following:*

“A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer’s written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.”

**F.2.23 Certificates**

*Add the following:*

“The tenderer is required to submit the following certificates with the tender:

**A. Certificate of Contractor Registration (CIDB)**

Either certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

**B. Tax compliance pin**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax compliance pin issued by SARS. Failure to provide a valid Tax compliance pin will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax compliance pin.

**C. Company Registration**

Certified Copies of company registration documents.

Each party to a Consortium/Joint Venture shall submit separate company registration documents.

**D. Ownership**

Proof of Preference Points Claimed

Each party to a Consortium/Joint Venture shall submit separate certified copies in the above regard.

**F.3 The Employer’s Undertakings**

**F.3.1 Respond to Requests from the Tenderer**

**F.3.1.1** Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.4 Opening of Tender Submissions**

**F.3.4.1** *Add the following:*

“The time and location for opening of the tender offers is:

Time : **12H00, Tuesday, 25 July 2023**  
 Location : **Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone**

Tenders will be opened immediately after the closing time for tenders at **12H00**.

### F.3.8 Test for Responsiveness

Add the following after F.3.8.2:

“Tenders will be considered non-responsive if:

- The tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- The tenderer does not comply with the Contractor’s CIDB grading designation specified in F.2.1 above.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer’s written request for the supporting documentation.”

### F.3.11 Evaluation of Tender Offers

#### F.3.11.1 General

Add the following:

“The Procedure for the evaluation of responsive tenders is **Method 4: Financial Offer, Quality and Preferences**. Quality (functionality) will also be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60 points in order to qualify for further evaluation.”

#### F.3.11.7 Scoring Price

Add the following:

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

$$N_{FO} = W_1 \times A$$

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.
- $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data = 40.
- $A$  is a number calculated using the formula and option described in Table F.1 (Formula 2 & Option 1<sup>a</sup>).

#### F.3.11.8. Specific Goals

SPECIFIC GOALS	POINTS		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10	Proof of Company Address
		Enterprise Located within the Ugu District Municipality = 5	
		Enterprise Located within the KZN Province = 1	
		Enterprise Located outside of KZN Province = 0	
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10	CIPC: Shareholders certificate and Sworn Affidavit
		an EME or QSE which is at least 51% owned by black people = 6	
		an EME or QSE which is at 25% - 50% owned by black people = 2	
Total points	20		



**F.3.11.9 Scoring Functionality**

Add the following:

“Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- $S_o$  is the score for quality allocated to the submission under consideration;
- $M_s$  is the maximum possible score for quality in respect of a submission; and
- $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data = 40

Functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. Functionality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.”

**FUNCTIONALITY SCORING CRITERIA**

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Functionality. Failure to submit the relevant information will/or may result in zero scores.

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- i) A maximum of **40 points** will be awarded for demonstrated experience with respect to undertaking civil project.
- ii) A maximum of **25 points** will be awarded for demonstrated experience with respect to undertaking new building projects and or building upgrades & renovations projects.
- iii) A maximum of **20 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
- iv) A maximum of **15 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.

Score quality, rejecting all tender offers that fail to score the minimum number of **60% (60 out of 100)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

**DETAILED BREAKDOWN OF FUNCTIONALITY POINTS**

Details	Score	Max. Points
<b>Criteria 1: Relevant Experience in civil projects - The company has successfully completed civil projects of similar nature to the value of R2 million and above.</b>		
• 5 or more Projects in civil projects	40	<b>40</b>
• 4 Projects in civil projects	30	
• 3 Projects in civil projects	20	
• 2 Projects in civil projects	15	
• 1 Projects in civil projects	10	
• 0 or No in civil projects	0	
<b>Note:</b> Verification method will be based on attached Appointment Letters and corresponding Completion Certificates for the similar projects. The Appointment Letters and Completion Certificates should be attached on returnable schedule A4 – Schedule of Work Carried Out by the Tenderer.		
<b>Criteria 2: Relevant Experience in building projects - The company has successfully completed building projects of similar nature to the value of R1 million and above.</b>		
• 5 or more Projects in building projects and or building renovation projects	<b>25</b>	
• 4 Projects in building projects and or building renovation projects	20	
• 3 Projects in building projects and or building renovation projects	15	
• 2 Projects in building projects and or building renovation projects	10	

Details	Score	Max. Points
• 1 Projects in building projects and or building renovation projects	5	25
• 0 or No in building projects and or building renovation projects	0	
• <b>Note:</b> Verification method will be based on attached Appointment Letters and corresponding Completion Certificates for the similar projects. The Appointment Letters and Completion Certificates should be attached on returnable schedule A4 – Schedule of Work Carried Out by the Tenderer.		
<b>Criteria 3: Applicant's Expertise – Site Agent</b>		
<b>Site Agent (SA) personnel with a minimum qualification of a National Diploma (NQF6) or equivalent in Building Engineering or Built Environment</b>		
If SA has NQF level 6 (National Diploma) or Higher with 10 years' experience or more and has completed similar projects	20	20
If SA has NQF level 6 (National Diploma) or Higher with 8 years' or more but less than 10 years' experience and has completed similar projects	15	
If SA has NQF level 6 (National Diploma) or Higher with 6 years' or more but less than 8 years' experience and has completed similar projects	10	
If SA has NQF level 6 (National Diploma) or Higher with 4 years' or more but less than 6 years' experience in construction of similar projects	5	
If SA does NOT have NQF level 6 (National Diploma) or Higher, does NOT have experience in construction of similar projects regardless of other experience or No response	0	
<b>Note:</b> Verification method will be based on attached CV with Certified Copy of Qualification, with traceable reference. <b>Qualifications obtained from outside South Africa to be accompanied by SAQA certification.</b> The CV and Qualifications should be attached on returnable schedule A9 – Details of Key Personnel.		
<b>Criteria 4: Applicant's Expertise – Foreman</b>		
<b>Site Foreman (SF) personnel with relevant experience</b>		
If SF has 10 years' experience or more and has completed similar projects	15	15
If SF has 8 years' or more years' experience and has completed similar projects	10	
If SF has 6 years' or more but less than 8 years' experience and has completed similar projects	8	
If SF has 1 year or more but less than 6 years' experience and has completed similar projects	5	
If SF has NOT completed similar projects in last 3 years, regardless of other experience, has less than 1 year experience and NO response	0	
<b>Note:</b> Verification method will be based on attached CV With Certified documents and traceable References. The CV and Qualifications should be attached on returnable schedule A9 – Details of Key Personnel.		
<b>TOTAL EVALUATION POINTS SCORE FOR QUALITY</b>		
		<b>100</b>

**F.3.13 Acceptance of Tender Offer**

Add the following:

"Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax compliance pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the CIDB with an appropriate category of registration; by the tender closing date
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or

- 
- ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
  - e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
  - f) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges."

**F.3.17 Provide Copies of the Contracts**

*Add the following:*

"The number of paper copies of the signed contract to be provided by the employer is one (1) original plus one (1) original duplicate."

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**T1.2.3 Additional Conditions of Tender**

The additional conditions of tender are:

**T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

**T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme**

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

**T.1.2.3.3 Claims Arising after Submission of Tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

**T.1.2.3.4 Imbalance in Tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

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Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### T.1.2.3.5 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R270.04 per day** and an additional **R200** per month airtime allowance throughout the contract.

#### T.1.2.3.6 Labour Intensive Construction/Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Demolitions and alterations;
- Steel fixing;
- Formwork erection;
- Brickwork;
- Plaster;
- Painting;
- Installation of ironmongery;
- Ceiling installation;
- Installation of sanitary fittings;
- Installation of doors and windows;
- Tiling;
- Installation of kerbs;
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rates as follows:

- Unskilled Labour : R196.00 per day or R24.50 per hour
- Skilled Labour : R262.48 per day or R32.81 per hour

The Contractor shall be required to fill in all posts for unskilled labourers, from the Ray Nkonyeni and Ugu District Jurisdiction respectively. The target beneficiaries are, but not limited to:

- Unemployed people, of whom, in aggregate, at least 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people

#### T.1.2.3.1 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable;

#### T.1.2.3.2 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.
- d) Minutes of any such negotiations shall be kept for record purposes.

#### T.1.2.3.3 Subcontracting

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The successful bidder may be expected to subcontract 10% of the works to local sub-contractors as per the Ray Nkonyeni Municipality SCM policy.

- |                                                                              |      |
|------------------------------------------------------------------------------|------|
| a) For contract with a contract value of between R2 million up to R5 million | 10%  |
| b) For contract with a contract value above R5 million and below R8 million  | 15%  |
| c) For contract with a contract value above R8 million and below R15 million | 20%  |
| d) For contract with a contract value above R15 million                      | 30 % |

## Part T2: Returnable Documents

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RAY NKONYENI MUNICIPALITY  
NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM0441

## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A20; B1 to B3; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
<b>Schedule A</b>	<b>Documents incorporated in this tender document that must be completed and signed by all tenderers</b>	
A1	Authority to Sign Documents	29
A2	Letter of Good Standing with the Workmen's Compensation Commissioner	30
A3	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	31
A4	Schedule Of Work Carried Out By The Tenderer	32
A5	Current And Recent Projects For Ray Nkonyeni Municipality (RNM/MBD5.2)	34
A6	Schedule Of Estimated Monthly Expenditure	35
A7	Schedule Contract Form – Past Experience (RNM/MBD5.1)	38
A8	Details Of Key Personnel	37
A9	Pricing Schedule – Firm Prices (Purchases) (RNM/MBD3.1)	42
A10	Pricing Adjustments (Rnm/Mbd3.2)	40
A11	Schedule Of Daywork Rates	41
A12	Record Of Addenda To Tender Documents	43
A13	Company Registration Documents	47
A14	Identity Documents of Shareholders/Directors/Members	48
A15	Joint Venture Disclosure Form	46
A16	Declaration of Interest (RNM/MBD4)	54
A17	Declaration of Bidder's Past Supply Chain Management Practices (RNM/MBD8)	57
A18	Certificate of Independent Tender Determination (RNM/MBD9)	59
A19	Form Concerning Fulfilment Of The Construction Regulations	62
A20	Preference Points Claim Form in Terms of the Preferential Procurement Regulations (RNM/MBD 6.1)	63
<b>Schedule B</b>	<b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>	
B1	CIDB Contractor Registration Certificate	68
B2	Tax Pin Requirements (RNM/MBD2)	69
<b>Schedule C</b>	<b>Other Documents that will form part of The Contract</b>	
C1.1	Form Of Offer And Acceptance	71
C1.2	Contract Data	76
C1.3	Performance Guarantee	82
C1.4	Occupational Health And Safety Agreement	85
C2	Pricing Data and Bill of Quantities	87
C3	Scope of Work	134
C4	Site Information	174

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK**



## T2.2 RETURNABLE SCHEDULES

**RAY NKONYENI MUNICIPALITY**

**NOTICE NO: 111 of 2023**  
**TENDER NO: 8/2/RNM0441**

**A1. AUTHORITY TO SIGN DOCUMENTS**

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the <sup>(1)</sup> Directors/Partners/Members to this form, or by the completion of this form.

**RESOLUTION**

By resolution of the <sup>(1)</sup> Board of Directors / Partners / Members passed at a meeting held on..... (Date),  
at ..... (Place)

..... (Name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;

**TENDER NO: 8/2/RNM0404** and any contract which may arise therefrom on behalf of :-

.....  
(Name of Tenderer in Block Capitals)

**SIGNED ON BEHALF OF THE FIRM (Director/Partner/Member):-**

1.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>NAME</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>SIGNATURE</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>DATE</b></p>
2.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>NAME</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>SIGNATURE</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>DATE</b></p>
3.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>NAME</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>SIGNATURE</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>DATE</b></p>

**SIGNATURE OF AUTHORISED SIGNATORY:**

<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>NAME</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>SIGNATURE</b></p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;"><b>DATE</b></p>
------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

**Tenderers are to note that failure to comply with this requirement will render their tender invalid.**

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM0441

## **A2. LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION COMMISSIONER**

Tenderers shall attach hereto a copy of the Letter of Good Standing issued by the Workmen's Compensation Commissioner.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM0441

### A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if the Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms ....., authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

**Note:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be attached to this Schedule. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM0441

#### A4. SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

Tenderers shall insert in the schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. The tenderer's relevant experience must be supported by attaching to this schedule the appointment letters and completion certificates for previous projects.

Failure to complete this schedule and submit both appointment letters and completion certificates, will result in the tenderer scoring zero (0) points for previous experience. Non submission of appointment letters and completion certificates will be taken to indicate that the tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM0441

**A5. CURRENT AND RECENT PROJECTS FOR RAY NKONYENI MUNICIPALITY  
(RNM/MBD5.2)**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past for Ray Nkonyeni Municipality. The information shall include a description of the Works, Contract Value and Completion Date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENT & RECENT FOR RAY NKONYENI MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

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## A6. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
<b>SUBTOTAL</b>	R
CONTINGENCIES (10%)	R
<b>SUBTOTAL</b>	R
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE



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**A7. SCHEDULE CONTRACT FORM – PAST EXPERIENCE  
(RNM/MBD5.1)**

Bidders 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 the name of the Employer.

Employer	Nature of Works	Value of Work	Duration and Completion Date	Employer's Contract No

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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### A8. DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman for work of a similar nature to that for which this tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

SITE AGENT				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE FOREMAN				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

***Tenderers are to attach (to this page) the CV and certified copies of Qualifications and the relevant NQF Qualifications for the following personnel:***

- ***Site Agent***
- ***Site Foreman***

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

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**A9. PRICING SCHEDULE – FIRM PRICES (PURCHASES)  
(RNM/MBD3.1)**

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

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

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

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**A10. PRICING ADJUSTMENTS (RNM/MBD3.2)**

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

1. As per GCC 2015 Clause 6.8.2 and detailed on page 86 - 88 of the GCC 2015.

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

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

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

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

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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## A11. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the tender not being considered.

### A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
	.....				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
	.....				

**B. PLANT**

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

**C. MATERIAL**

The tenderer shall state here the percentage “On-costs” that should be added to the nett cost of materials:

..... %

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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### A12. 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:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**



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### A13. COMPANY REGISTRATION DOCUMENTS

Tenderers are to attach certified copies of company registration documents (e.g. CK Documents) to this page.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

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### **A14. IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/ MEMBERS**

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

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## **A15. 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

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

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,

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

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.....

---

(Continue as necessary)

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**A16. DECLARATION OF INTEREST**

**(RNM/MBD 4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder?):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>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.

<sup>2</sup> 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.

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

I, \_\_\_\_\_ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**SIGNATURE**

**DATE**

**POSITION**

**NAME OF BIDDER**

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**A17. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (RNM/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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**SIGNATURE**

**DATE**

**POSITION**

**NAME OF BIDDER**

---

RAY NKONYENI MUNICIPALITY

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## A18. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (RNM/MBD 9)

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

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or

---

may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

**SIGNATURE**

**DATE**

**POSITION**

**NAME OF BIDDER**

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

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

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**A19. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 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.

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

- Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

- 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):

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

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

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

5. Potential key risks identified and measures for addressing risks:

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

6. 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)

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM 0441

## A20. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (RNM/MBD 6.1)

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

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

### 1 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method

envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	<b>Local companies: -</b>		
	a) Enterprise Located within the Ray Nkonyeni Local Municipality	10	
	b) Enterprise Located within the Ugu District Municipality	5	
	c) Enterprise Located within the KZN Province	1	
	d) Enterprise Located outside of KZN Province	0	
	<b>EME or QSE which is at least 100% owned by black people: -</b>		
	a) an EME or QSE which is at least 100% owned by black people	10	
	b) an EME or QSE which is at least 51% owned by black people	6	
	c) an EME or QSE which is at 25% - 50% owned by black people	2	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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



RAY NKONYENI MUNICIPALITY  
NOTICE NO: 111 of 2023  
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### B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, e.g. 6CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY  
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**B2. TAX PIN REQUIREMENTS**

**(RNM/MBD2)**

No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a PIN from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

\*\*\*\*\*

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

## Part C1: Agreements and Contract Data

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RAY NKONYENI MUNICIPALITY  
NOTICE NO: 111 of 2023  
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## C1.1. Form of Offer and Acceptance

### Offer

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

#### TENDER NO: 8/2/RNM 0441– REFURBISHMENT OF TATANE SPORTSFIELD IN WARD 23

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

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

The Contract shall be completed within

Seven (7)

Months of the Commencement Date.

#### 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.

#### SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

#### Name and address of Organisation:

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

#### SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

## Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**RAY NKONYENI MUNICIPALITY**

No. 10 Conner Street

Port Shepstone

4240

### SIGNED BY WITNESS:

**NAME**

**SIGNATURE**

**DATE**



**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED ON BEHALF OF/BY RAY NKONYENI MUNICIPALITY:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

---

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM 0441

### 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) ..... (year)

at ..... (place)

#### SIGNED ON BEHALF OF/BY THE CONTRACTOR:

**NAME**

**SIGNATURE**

**CAPACITY**

#### SIGNED BY WITNESS:

**NAME**

**SIGNATURE**



---

RAY NKONYENI MUNICIPALITY

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## C1.2. Contract Data

### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

#### **General Conditions of Contract for Construction Works (Third Edition, 2015)**

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, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 2015 makes 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 Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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 is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

#### CONTRACT SPECIFIC DATA

The following Contract specific data is applicable to this Contract:

#### **Clause 1.1.1.13: Defects Liability Period**

The Defects Liability Period is a period of 12 months, measured from the date of the Certificate of Completion.

#### **Clause 1.1.1.14: Due Completion Date**

The date for achieving Practical Completion is a date seven (7) months after the Commencement Date.

#### **Clause 1.1.1.15: Employer**

The **Employer** is **RAY NKONYENI MUNICIPALITY**, represented by Mr Khulekani Msomi and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

#### **Clause 1.1.1.16: Engineer**

The **Engineer**, referred to in the documents, is the firm of Consulting Engineers, Hi-Tech Consulting Engineers and Project Managers acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Engineer is: Hi-Tech Consulting Engineers and Project Managers or their successors duly appointed by the Employer.

#### **Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is Re-measurement.

#### **Clause 1.1.1.28: Scope of Work**

*Replace with the following:*

**"Scope of Work"** means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

---

**Clause 1.1.1.34: Writing**

Add the following Clause after Clause 1.1.1.34

**1.1.1.35 “Drawings”** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

**Clause 1.2.1.2: Notices**

The name of the Employer is : **RAY NKONYENI MUNICIPALITY**

The address of the Employer is : **10 Connor Street  
Port Shepstone  
4240**

The name of the Engineer is : **HI-TECH CONSULTING ENGINEERS AND PROJECT MANAGERS (PTY)LTD**

The address of the Engineer is : **Office No. 49 The Tydes  
786 Marine Drive  
Shelly Beach  
4265**

**Clause 1.3.5: Contractor’s Copyright**

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 3.1.3: Employer’s Approval Required**

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

**Clause 4.3: Legal Provisions**

Add the following Clauses after Clause 4.3.2:

- 4.3.3 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 (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

**Clause 5.3: Commencement of Works**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

**Clause 5.4: Access to the Site**

Add the following clause after Clause 5.4.3:

5.4.4 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. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

**Clause 5.5.1: Time for Practical Completion**

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

**Clause 5.6.1: Programme of Works**

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

**Clause 5.8: Non-Working Times**

The non-working days are Saturday and Sunday. The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on 16 December 2022 and ends on 13 January 2023.

**Clause 5.9: Instructions**

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

**Clause 5.12.2.2: Extension of Time**

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

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 shall be granted in accordance with the provisions of that Clause.

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 work on the critical path.

January	7 days	May	2 days	September	3 days
February	6 days	June	1 days	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 days

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. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

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.

**Clause 5.12.3: Adjustment to General Items**

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

**Clause 5.13.1: Penalty for Delay**

The penalty for failing to complete the Works on time is 0.05% of the total Tender Sum per calendar day.

**Clause 6.2: Security**

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The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.  
The Performance Guarantee shall be worded as set out in the document included in C1.3.  
The liability of the guarantee shall be for 10% of the Contract Price.

**Clause 6.8.2: Contract Price Adjustment**

*Add the following to Clause 6.8.2:*

The Contract Price shall not be subject to contract price adjustment.

**Clause 6.8.3: Variation in Cost of Special Materials**

Price adjustments for variations in the costs of special materials are not allowed.

**Clause 6.10.1.5: Interim Payments – Materials on Site**

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

**Clause 6.10.3: Retention Money**

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies.

**Clause 6.10.5: Payment of Retention Money**

*In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Engineer ..” and replace with the words “.. the full limit of retention money shall be held until the Engineer ..”*

**Clause 6.10.5.1**

*In the sixth line, delete the words “ .. of the second half ..”*

**Clause 6.10.6: Set-Off and Delayed Payments**

A guarantee in lieu of retention is not permitted.

**Clause 8.6.1: Insurances**

**Clause 8.6.1.1.2**

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.1.3**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.3**

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

**Clause 8.6.1.5: Additional Insurance**

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- 
- e) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river and stormwater channel.
  - f) Professional Indemnity Insurance providing cover in an amount of not less than R5 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6: Proof of Payment**

*Add the following:*

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

**Clause 9.2.1: Termination by the Employer**

*Add the following Clauses after Clause 9.2.1.3.7:*

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 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.

**Clause 10.5 and 10.6: Dispute Resolution**

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

**ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

**Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 12: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

---

**Part 2: Data Provided by the Contractor**

**Clause 1.2.1: Delivery of Notices**

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

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

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

Telephone: .....

Fax:.....

Email: .....

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**RAY NKONYENI MUNICIPALITY**

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### C1.3. Performance Guarantee

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: ..... means:

Physical ..... address:

"Employer" means: **RAY NKONYENI MUNICIPALITY**

"Contractor" ..... means:"

"Engineer" means: **HI-TECH CONSULTING ENGINEERS AND PROJECT MANAGERS (PTY)LTD**

"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

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

#### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and 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.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**SIGNED AT:**.....



---

<p><b>GUARANTOR (1)</b></p> <p> </p>	<p><b>SIGNATURE</b></p> <p> </p>
<p><b>DATE</b></p>	<p><b>CAPACITY</b></p>
<p> </p>	<p> </p>
<p><b>GUARANTOR (2)</b></p>	<p><b>SIGNATURE</b></p>
<p> </p>	<p> </p>
<p><b>DATE</b></p>	<p><b>CAPACITY</b></p>
<p> </p>	<p> </p>
<p><b>WITNESS (1)</b></p>	<p><b>SIGNATURE</b></p>
<p> </p>	<p> </p>
<p><b>WITNESS (2)</b></p>	<p><b>SIGNATURE</b></p>

RAY NKONYENI MUNICIPALITY

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## C1.4. Occupational Health and Safety Agreement

### AGREEMENT MADE AND ENTERED INTO BETWEEN RAY NKONYENI MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....

Representing....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

#### SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

#### SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at ..... on the ..... day of ..... 20.....

#### SIGNED BY/ON BEHALF OF RAY NKONYENI MUNICIPALITY

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--	--	--	--

NAME

SIGNATURE

DATE

**SIGNED BY WITNESS:**

--	--	--	--

NAME

SIGNATURE

DATE

### **Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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## Part C2: Pricing Data and Bill of Quantities

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RAY NKONYENI MUNICIPALITY

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## C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the latest SANS Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

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## C2.2. Bill of Quantities

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ITEM NO	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT R
<b>A1</b>	SABS 1200 A	<b>SECTION A: PRELIMINARY AND GENERAL</b>				
	8.3.0	<b>FIXED CHARGES AND VALUE RELATED ITEMS</b>				
<b>A1.1</b>	8.3.0	<b>FIXED-CHARGE ITEMS</b>				
A1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2.1	<b>Facilities for Contractor</b>				
A1.1.2		Access (sub clause 5.5)	Sum	1		
A1.1.3		Dealing with water (subclause5.5)	Sum	1		
A1.1.4		Ablution and Latrine Facilities	Sum	1		
A1.1.5		Tools and equipment	Sum	1		
A1.1.6		Services Connection fee (Water supplies, electrical connection) payment made against production of service provider invoice for connection power and communications	Sum	1		
A1.1.7	8.3.2.1	Notice Board	Sum	1		
A1.1.8		Establishment of Facilities on the Site (Suffient For Contractor's Activities, and For Meetings with The Engineer and Client)	Sum	1		
A1.1.9		Remove Employer's and Contractor's Site establishment on completion	Sum	1		
A1.1.10		Other Fixed Charge Obligations	Sum	1		
A1.1.11	PE	Preparation of risk assessments, safe work procedures, the project H&S file, the H&S plan, the provision of PPE and protective clothing, and other H&S matters that the contractor deems necessary	Sum	1		
A1.1.11a		Allow for provision of medical certificates for a maximum of 30 local labour as required by Department Of Labour	Sum	1		
A1.1.12	PES	Completing and checking the project H&S file and handing over to the Client on completion of the works	Sum	1		
A1.1.14	PS 3.2	Allow for complying fully with the procedure for working within private properties	Sum	1		
A1.1.15	PS-9.11	Transportation of labour from and to two designated points such that around trip does not exceed 30km	Sum	1		
A1.1.15(a)	8.3.2.1	<b>Facilities for The Engineer/Client</b>				
A1.1.15(a)i		Allow for office space for Engineer's Representative on Site	Sum	1		
A1.1.15(a)ii		Allow for protective clothing for Engineer's Rep on site (safety boots, reflective jacket and hard hat)	Sum	1		
<b>A1.2</b>		<b>TIME RELATED CHARGES</b>				
A1.2.1	8.4.1	Contractual Requirements	Months	7		
A1.2.2		Setting Out	Months	7		
A1.2.3		Security For The Duration Of Construction	Months	7		
<b>A2</b>		<b>DAYWORKS</b>				
		Labour				
A2.1		01 Unskilled Labour	hr	10		Rate Only
A2.2		02 Skilled Labour (artisans)	hr	10		Rate Only
		Construction Plant				
A2.3		(i) Grader	hr	10		Rate Only
A2.4		(ii) TLB	hr	10		Rate Only
A2.5		(iii) Dozer	hr	10		Rate Only
A2.6		(iv) Compactor (10 TON roller)	hr	10		Rate Only
A2.7		(v) Tipper Truck (10m3)	hr	10		Rate Only
A2.8		Allow for locating existing services	Sum	1		
A2.9		Allow for compliance with environmental requirements	Months	7		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>A3</b>		<b>PROVISIONAL SUMS</b>				
A3.1		Trainee Civil Engineering student with National Diploma Level	Sum	1	43 000	R43 000,00
A3.2		Main Contractor's Mark up	%	43 000		
		Engineer's Surveyor				
A3.3		Provide the amount of R25 000.00 (Twenty-Five Thousand only) Net for engineer's surveyor	Sum	1	20 000	R20 000,00
A3.4		Main Contractor's Mark up	%	20 000		
		Engineer's Supervision				
1.4.5		Allow for Engineers Telephone Costs	Sum	1	5 000	R5 000,00
1.4.6		Allow for An Independent Operational Health and Safety Audit, as nominated by the Engineer	Sum	1	40 000	R40 000,00
1.4.7		Allow for Independent Quality Tests As Ordered By The Engineer From Time to Time	Sum	1	15 000	R15 000,00
1.4.8		Allow for CLO Monthly Wages For The Duration Of Contract	Sum	1	35 000	R35 000,00
1.4.9		Allow For Work Identified On Site, and As Instructed By The Engineer	Sum	1	50 000	R50 000,00
1.4.7		Main Contractor's Mark Up for Items 1.4.5 to 1.4.9	%	145 000		
<b>A4</b>		<b>ENVIRONMENTAL MANAGEMENT PLANT</b>				
A4.1		Full compliance with EMPr specification during construction period	Sum	1		
<b>Total Carried Forward to Summary</b>						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
	SABS 1200	<b>SECTION B: SOCCER FIELD</b>				
B1		Remove topsoil to nominal depth of 200mm and deposit as spoil material on site (within 5km)	m <sup>3</sup>	1235		
B2	1200D	Bulk excavation				
B2.1	8.3.2	Rip and compact in-situ material not exceeding 200m deep to form platform, including compaction to 93% Mod AASTHO Density.	m <sup>3</sup>	1235		
B2.2		Cut to spoil material on site, as directed by the engineer including compaction to 93% Mod AASTHO Density.	m <sup>3</sup>	1000		
B2.3		Extra over for Intermediate material	m <sup>3</sup>	350		
B2.4		Hard rock	m <sup>3</sup>	350		
B3	1200 DM	Filling, etc.				
B3.1		Import coarse river sand to place in 150m layer	m <sup>2</sup>	1235		
B3.2	8.3.16	Import Gravel surface layer G7 material from a commercial source, place into 150mm layer, and compact to 93% Mod-AASHTO	m <sup>3</sup>	1235		
B3.3		Imported weed free topsoil from a commercial sources spread and levelled on the pitch in 100mm layers to raise level by 150mm field sizes 90 x 60m including light compaction as may be deemed by Engineer.	m <sup>3</sup>	1235		
B4	1200 DM	Drainage, etc				
B4.1		Install sub-surface drainage comprising of 110mm diameter (perforated uPVC pipes) agricultural drains placed in 450mm x 600mm herring bone pattern drainage system at 6m intervals and to entire perimeter, lined with Bidum Hessian mayer and filled with 19mm crusher run stone	m	600		
B4.2		Earth formed and grassed V shaped drain 2.0m wide with depth 500mm extreme, including excavation, shaping, etc.to form channel. Grassing elsewhere.	m	350		
B4.3		PVC pressure bends with Z Locks one end only				
		11,25 degree bend	No.	25		
B4.3.1		Construct storm-water inlet chamber, head wall, with stone pitching, as per the supplied drawings	No.	2		
B4.4		Grassing				
B4.4.1		Supply and lay grass instant turf including fertiliser at a rate of 500kg /hectare	m <sup>2</sup>	5400		
B4.4.2		Cover grass with thin layer of of sieved top soil to a depth of 15mm of the grass and smoothen	m <sup>2</sup>	5400		
B4.4.3		Water 3 times a week for a period of 3moths	m <sup>2</sup>	5400		
B4.4.4		Grass Maintenance including weeding, fertilizer, grass mowing every two weeks and watering at rate of 68.0kl per week	Month	3		
B4.5		Ancillary Works				
B4.5.1		Line marking as per the drawings supplied	Sum	1		
B4.5.2		Goal Posts (Painted with rappropriate white paint)	No.	2		
B4.6		Net to Goal Posts	No.	2		
B5		Supply and Construct Concrete Bollard Complete, as per drawing	No	30		
B6		Allow an amount of R25 000, for grass maintance tools (grass-cutter, pose pipe, sprinklers, spades etc)	Sum	1		R25 000
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>SECTION C. COMBO COURT</b>						
C1		Clear Site	m <sup>2</sup>	612		
C1.1		Removal of 150mm Topsoil incl. Carting Away to a distance of up to 5km	m <sup>3</sup>	125		
C2		Bulk Earthworks	m <sup>3</sup>	200		
C2.1		Rip & Compact In-Situ Earth to 93% Mod AASHTO	m <sup>3</sup>	125		
C3		150mm G4 material compacted to 98% MOD AASHTO	m <sup>3</sup>	125		
C4		125mm Strength Concrete Grade 25Mpa, cured for 7 days	m <sup>3</sup>	100		
C5		Figure 12 Kerb, all round, as edge restraint	m	110		
C6		Concrete Grade 15MPa, to hold the kerbs in place	m <sup>3</sup>	10		
C6.1		250 Micron Damp Proof Course below concrete slab	m <sup>2</sup>	630		
C7		Asphalt to Final Finish	m <sup>2</sup>	825		
C7.1		Polyurethane Coating to Asphalt	m <sup>2</sup>	576		
C8		Line Markings by Specialists	Sum	1	55 000	R55 000,00
C8.1		Main Contractor's Mark Up	%	55000		
C9		Supply and install goal posts and net complete as per specification	m	50		
C10		Supply and install 2.6m high Fencing complete as per drawing details	m	105		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>D2</b>		<b>SECTION D: SPECTATOR GRAND STAND SEATINGS</b>				
D2.1	SABS 1200C	<b>SITE CLEARANCE</b> General site clearance, including disposing unsuitable material within 5km radius from site	m <sup>2</sup>	480		
<b>D3</b>	SABS 1200DA	<b>EARTHWORKS</b>				
D3.1	8.3.1	Excavation in all classes of material including all trimming, timbering, dewatering, selection of material, backfilling, compaction and disposal of surplus or unsuitable material Extra over item 2.8 for excavation in:	m <sup>3</sup>	200		
D3.2		(i) Intermediate material	m <sup>3</sup>	10		
D3.3		(ii) Hard rock	m <sup>3</sup>	10		
D3.3		Allow for backfilling using material from trenches, and compaction to 93% MOD AASHTO	m <sup>3</sup>	100		
<b>D4</b>	SABS 1200 DB	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
<b>D4.1</b>	8.1.3	<b>CONCRETE</b>				
D4.1.1		<b>MASS CONCRETE</b>				
D4.1.1.1		Concrete (10 MPa) in: Foundation Blinding Concrete	m <sup>3</sup>	50		
D4.1.2		<b>PRECAST CONCRETE</b> Concrete (25 MPa): Supply and install seating concrete beams (or similar approved)	m <sup>3</sup>	100		
D4.1.2.1		<b>REINFORCED CONCRETE</b> Reinforced concrete (30 MPa) Foundation Footing (Including all curing for 14 days, and provision of strength results)	m <sup>3</sup>	120		
D4.1.2.1.1		Allow for continuous curing of all concrete beams for a period of 14 days	Sum	1		
D4.1.2.1.2		Allow for provision of concrete strength results for all concrete works by an approved laboratory	Sum	1		
<b>D4.1</b>	5.2.1(a)	<b>FORMWORK</b> Rough formwork:				
D4.2.1		Edges, risers, ends and reveals not exceeding 300 mm high	m	300		
<b>D5.1</b>	8.3	<b>REINFORCEMENT</b>				
D5.1.1	8.3.2	(a) High Tensile Steel bars (Including for all bending, tying, placing, spacer blocks)	ton	8		
<b>D6.1</b>		<b>BRICKWORK:</b> All comply with Part K of the SANS 10400				
D6.1.1		230 Brick wall: Corobrik Common Face Bricks	m <sup>2</sup>	150		
<b>D7.1</b>		<b>GRAND STAND SHELTER</b>				
D7.1.1		Supply and install 0.5mm thick charcoal chromadek finish Klip-tie roof sheeting complete with fittings (or similar approved)	m <sup>2</sup>	480		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>SECTION E: SERVICE CENTER</b>						
<b>E1</b>		<b>EARTHWORKS</b>				
<b>E1.1</b>	SABS 1200 C	<b>SITE CLEARANCE,ETC</b>				
E1.1.1	8.2.1	Digging up and removing rubbish, debris, vegetation, shrubs and trees not exceeding 100 mm diameter.	m <sup>2</sup>	260		
E1.1.2		Remove top soil to a depth of 400mm, and dispose off site as directed by the Engineer (within 5km)	m <sup>3</sup>	110		
<b>E1.2</b>	1200 DA	<b>EXCAVATION,FILLING,ETC</b>				
E1.2.1	8.3.1(b)	Excavation 750mm wide trenched in earth not exceeding 1m deep trenches	m <sup>3</sup>	130		
E1.2.2		Extra over trench excavation in earth for excavation in Soft rock	m <sup>3</sup>	10		
E1.2.3		Hard rock	m <sup>3</sup>	10		
E1.2.4		Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 93% Mod. AASTHO Density. Backfilling to trenches, holes, etc.	m <sup>3</sup>	100		
E1.2.5		Selected material from stockpile spread and level in layers not exceeding 150mm thick and compacted to 95% Mod AAHTO Density in forming levels under solid floor surfacing, 4 litres of moisture to each square metre of surface area.	m <sup>3</sup>	200		
E1.2.6		Keeping excavations free of water Keeping excavations free of all water other than subterranean water	Sum	1		
E1.2.7		Soil poisoning to be carried out by a registered pest control company and certificate to be supplied To horizontal surfaces, etc. including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m <sup>2</sup>	250		
E1.2.8		Testing: Allow for compaction tests to be performed by specialist	Sum	1	5 000	R5 000,00
E1.2.9		Main Contractor's Mark-Up	%	5 000		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E2</b>	SABS 1200 GB	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
<b>E2.1</b>		<b>CONCRETE</b>				
E2.1.1		<b>MASS CONCRETE</b>				
		Concrete (20 MPa) in:				
E2.1.1.1		Concrete apron slab	m <sup>3</sup>	15		
E2.1.2		<b>REINFORCED CONCRETE</b>				
		Reinforced concrete (30 MPa)				
E2.1.2.1		Concrete floor slab	m <sup>3</sup>	50		
E2.1.2.2		Strip Footings (750mm wide)	m <sup>3</sup>	30		
<b>E2.2</b>		<b>FORMWORK</b>				
	5.2.1(a)	Rough formwork:				
E2.2.1		Edges, risers, ends and reveals not exceeding 300 mm high	m	150		
<b>E2.3</b>		<b>FABRIC REINFORCEMENT</b>				
E2.3.1		Ref 193 Mesh(measured net)	m <sup>2</sup>	250		
E2.3.2		High Tensile Steel reinforcing	ton	8		
<b>E2.4</b>		<b>MOVEMENT JOINTS</b>				
		Vertical joggle joints construction joints through concrete including thick cement slurry to one face				
E2.4.1		Surface beds not exceeding 200mm thick	m	30		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E3</b>		<p><b>BRICKWORK:</b></p> <p>Sizes in descriptions Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Hollow wall, etc. Walls in two skins described as " bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with approved cement and sand mixture and sealed with two coats "Brick seal" bitumen emulsion</p> <p>Samples: Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of six units. Samples of building units to be used in walls described as "load bearing" shall</p> <p>Note: Foundation walls to built up to surface bed level and surface bed concrete to be poured between walls as per Engineers specifications</p>				
<b>E3.1</b>		<b>FOUNDATIONS</b>				
E3.1.1		Corobrik Engineering Bricks in 2 skin below ground level in foundations (including building class I motar)	m <sup>2</sup>	150		
<b>E3.2</b>		<b>SUPERSTRUCTURE</b>				
E3.2.1		All comply with Part K of the SANS 10400 Corobrik Common Concrete Block to be plastered or Similar approved	m <sup>2</sup>	400		
E3.2.2		Corobrik Face Brick wall in stretcher bond with weathered joints and perpend internally and externally	m <sup>2</sup>	400		
E3.2.3		Brickforce (to all courses from window head to underside)	m	150		
E3.2.4		Extra over for fair face Cement wash of 1:4 liquid cement and sand mixture applied with a brush on external walls	m <sup>2</sup>	300		
E3.2.5		Cement wash of 1:5 liquid cement and sand mixture applied with a brush on internal walls	m <sup>2</sup>	400		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E4</b>	SABS 021:2002	<b>WATERPROOFING</b>				
E4.1	7,3	One layer of 250micron "Gunplas" or equal approved DPM under floors	m <sup>2</sup>	250		
E4.2	7.3.1	One layer of 375 micron "Consol or equal approved Plastics Brikgrip or equal approved DPC embossed damp proof course on walls.	m <sup>2</sup>	100		
<b>E4.3</b>		<b>ROOF COVERING, ETC</b>				
<b>E4.3.1</b>		<b>PROFILED METAL SHEETING AND ACCESSORIES</b>				
E4.3.1.1		Saflok 700 Profile Zinalume Roof Sheeting Laid at 18° pitch on 38x50mm SSAP Batterns at 320mm c/c max on Sisalation RSA 420 Underlay Purlins on Training Tape on Timber Trusses	m <sup>2</sup>	280		
<b>E4.3.2</b>		<b>ROOF AND WALL INSULATION</b>				
E4.3.2.1		Sisalation 420" heavy industrial grade aluminium foil based insulation Insulation laid out over purlins (at approximately 600mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m <sup>2</sup>	280		
<b>E4.3.3</b>		<b>RAINWATER DISPOSAL</b>				
E4.3.3.1		Continuous 0.6mm chromadek seamless gutters	m	80		
E4.3.3.2		Extra over eaves gutter for stopped ends	No	2		
E4.3.3.3		Extra over eaves gutter for outlet for 75mm pipe	No	6		
E4.3.3.4		75m Diameter rainwater pipes	m	18		
E4.3.3.5		Extra over rainwater pipe for shoe	No	5		
E4.3.3.6		Extra over rainwater pipe for eaves or plinth offset 110m projection	No	6		
E4.3.3.7		2.5kl jojo tank mounted and secured on brick tank stand complete with brass 'bib' tap for rainwater harvesting	No.	2		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E5</b>		<b>CARPENTRY AND JOINERY</b>				
<b>E5.1</b>		<b>TRUSSES,ETC.</b>				
E5.1.1		Prefabricated and Installation of a roof trusses manufactured by specialist including to suit 20m span (or As per Drawing) and with 0.6m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete. The supply to also include 50mm x 76mm Purlins	Sum	1		
E5.1.2		38 x 114 mm Wall plate	m	85		
E5.1.3		225 x 10mm fascia boards including galvanised steel H-profile jointing strips	m	100		
E5.1.4		Doors,etc. 42mm TDM Hardwood BB solid core flush door 813 x 2032mm	No	13		
E5.1.5		Standard 1,2 thick residential section double rebated frame. Galvanised and painted	No	13		
<b>E5.2</b>		<b>CEILING, PARTITION AND ACCESS FLOORING</b>				
		NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill SUPPLEMENTARY PREAMBLES Descriptions Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been give elsewhere Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility insetting out				
E5.3		<b>NAILED UP CEILINGS</b>				
E5.3.1		6.4mm "Rhino board M-Strip" ceiling fixed print side up to bradering with 32mm galvanized semi-serrated nails or 32mm grabber screws at 150mm centres with plastic "M-Strip" cover strips over joints with all nail or screw Ceiling including 1 x 1mm sawn softwood brandering at 40mm centres in one direction only to trusses (elsewhe measured) at 1260mm centres	m <sup>2</sup>	230		
E5.3.2		Extra over ceiling for 600 x 600mm trap door of 1 x 1mm wrought softwood rebated framing with one 1 x 1mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No.	4		
E5.3.3		"Rhino" Moulded Gypsum Cornices 75mm Coved cornice	m	500		
<b>Total Carried Forward</b>						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E6</b>		<b>IRONMONGERY</b>				
<b>E6.1</b>		<b>HINGES,BOLTS,LOCKS,ETC</b>				
E6.1.1		32mm Open brass piano hinges	No	26		
		Locks				
E6.1.2		Satin chrome WC indicator bolt	No	6		
E6.1.3		3 Lever mortice lock with striking plate	No	6		
E6.1.4		4 Lever Rebated door lockset complete	No	1		
<b>E6.2</b>		<b>DOOR STOP</b>				
E6.2.1		38mm Diameter rubber door stop plugged.	No	7		
<b>E6.3</b>		<b>LETTERS, NAMEPLATES, ETC</b>				
E6.3.1		150 x 150mm anodised aluminium plate with "Male" or "Female" symbol	No	6		
		Sundries				
E6.3.1		Liquid soap dispenser	No	2		
E6.3.2		Pull handle	No	6		
E6.3.3		Lockable toilet roll holder plugged	No	6		
E6.3.4		Solid 250-E40 coat hook	No	6		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E7</b>		<b>METAL/ALUMINIUM WORK</b>				
<b>E7.1</b>		<b>ALUMINIUM/METALIC WINDOW AND DOOR FRAMES,ETC:</b>				
		1.3mm Galvanised pressed rebated frame with factory undercoat, 1 coat primer, 1 coat universal undercoat, 2 coats plascon velvaglio				
E7.1.1		i) Door Type D01: size 813mm x 2032mm to suit wall 230mm wide wall	No	6		
E7.1.2		ii) Door Type D02: size 813 x 2032mm to suit wall 230mm wide	No	7		
		Natural anodised aluminium "Standard residential type" windows together with Glazing. All aluminium material to comply with SANS Glazing to comply with SANS 10400N				
E7.1.3		i) Window Schedule Type W01 (Refer to Schedule): Service Center	No	2		
E7.1.4		Window Schedule Type W02 (Refer to Schedule): Service Center	No	4		
E7.1.5		Window Schedule Type W03 (Refer to Schedule): Service Center	No.	4		
		Window Schedule Type W04 (Refer to Schedule): Service Center	No.	2		
E7.1.6		Sliding Shower Doors, as per Schedule (SHR)	No.	6		
E7.1.7		1.2x2.1m R/Shutter Door for the Store room	No.	1		
E7.1.7		2.4x1.2m R/Shutter Door for the Kiosk	No.	1		
<b>E7.2</b>		<b>GLAZING</b>				
		<b>GLAZING TO STEEL WITH PUTTY</b>				
		6,3mm Obscure glass in aluminium frames, including all necessary fittings. All glazing to comply with SANS 10400N				
E7.2.1		Panes exceeding 0,1 but not exceeding 0,5m <sup>2</sup> windows	m <sup>2</sup>	110		
<b>E7.3</b>		Provisional Sum for Work Identified on Site	Sum	1	15 000	R15 000,00
E7.3.1		Contractor's Mark Up	%	15000		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>E8</b>		<b>PLASTERING</b>				
<b>E8.1</b>		<b>SCREEDS</b>				
		Granolithic screeds steel trowelled on concrete				
E8.1.1		25mm Thick on floors and landings	m <sup>2</sup>	10		
<b>E8.2</b>		<b>INTERNAL PLASTER</b>				
		15mm Cement plaster on brickwork				
G.2.1		On walls	m <sup>2</sup>	340		
<b>E8.3</b>		<b>EXTERNAL PLASTER</b>				
		15mm Cement plaster on brickwork				
E8.3.1		On walls	m <sup>2</sup>	50		
<b>E8.5</b>	SABS 967.00	<b>PLUMBING AND DRAINAGE</b>				
<b>E8.5.1</b>	7.2.2	<b>SANITARY FITTINGS</b>				
		White glazed W/C Pan, floor mounted, wash down type, "P" trap horizontal outlet, open rim flush complete	No	7		
E8.5.1.1						
E8.5.1.2		Wall hung Wash hand basin fixations 470 (w) x290 (b) x165mm (h) without pedestal complete.	No	5		
E8.5.1.3		Stainless Steel Through urinals	m			
		Traps, etc.				
E8.5.1.4		32 x 40 Flexible rubber deep seal "P" or "S" trap	No	5		
E8.5.1.5		15mm	m	2,5		
E8.5.1.6		22mm Pipes	m	5		
		Copper Piping chased into walls including wrapping in 2 layers of Kraft paper				
E8.5.1.7		15mm	m	30		
		EO for brass fittings				
E8.5.1.8		15mm fittings	No	10		
E8.5.1.9		22mm fittings	No	8		
		Isolating Valves				
		Ball type isolating valves with handles				
E8.5.1.10		22 mm	No	8		
		Ditto but screwdriver operated				
E8.5.1.11		15 mm	No	6		
		Taps, etc.				
		Cobra Watertech or equal approved				
E8.5.1.12		15mm CP star pillar tap	No	16		
E8.5.1.13		22mm Brass garden bibtap	No	6		
<b>E8.6</b>	SABS 967.00	<b>DRAINAGE</b>				
		Gulleys, etc.				
E8.6.1		Gulley complete with trap, grating, precast concrete surround and set in concrete	No	3		
		Manholes, etc.				
E8.6.2		Manhole in PC rings including all necessary excavations, backfill, manhole cover and bedding in depth n.e. 1m	No	1		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
E9	SABS ISO 12944 7/1998	<b>PAINTWORK</b>				
E9.1		<b>PAINTWORK TO NEW SURFACES</b> One coat bonding liquid and two coats interior and exterior quality PVA emulsion paint				
E9.1.1		On internal walls	m <sup>2</sup>	340		
E9.1.1a		On External walls	m <sup>2</sup>	50		
E9.2		<b>ON PLASTER BOARD</b> One coat bonding liquid and two coats exterior quality PVA emulsion paint				
E9.2.1		On fascias and barge boards with girth not exceeding 450mm	m	80		
E9.3		<b>ON METAL</b> Apply one coat self-etching primer, one undercoat and two coats silthane gloss enamel paint on galvanised steel				
E9.3.1		On doors frames internally	m <sup>2</sup>	50		
E9.3.2		On doors frames externally	m <sup>2</sup>	50		
E9.4		<b>ON WOOD</b> One coat wood primer, one undercoat and two coats silthane gloss enamel				
E9.4.1		On doors internally	m <sup>2</sup>	50		
E9.4.2		On doors externally	m <sup>2</sup>	10		
E9.5		<b>TILING</b> WALL TILING 150 x 150 x 2,5mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
E9.5.1		On walls	m <sup>2</sup>	30		
E9.5.2		300 x 300 x 4mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound. On floors	m <sup>2</sup>	250		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>F1</b>		<b>SECTION F: ABLUTION BLOCK</b>				
		<b>EARTHWORKS</b>				
<b>F1.1</b>	SABS 1200 C	<b>SITE CLEARANCE,ETC</b>				
F1.1.1	8.2.1	Digging up and removing rubbish, debris, vegetation, shrubs and trees not exceeding 100 mm diameter.	m <sup>2</sup>	65		
F1.1.2		Remove top soil to a depth of 400mm, and dispose off site as directed by the Engineer (within 5km)	m <sup>3</sup>	30		
<b>F1.2</b>	1200 DA	<b>EXCAVATION,FILLING,ETC</b>				
F1.2.1	8.3.1(b)	Excavation 750mm wide trenched in earth not exceeding 1m deep trenches	m <sup>3</sup>	50		
F1.2.2		Extra over trench excavation in earth for excavation in Soft rock	m <sup>3</sup>	5		
F1.2.3		Hard rock	m <sup>3</sup>	5		
F1.2.4		Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 93% Mod. AASTHO Density. Backfilling to trenches, holes, etc.	m <sup>3</sup>	50		
F1.2.5		Selected material from stockpile spread and level in layers not exceeding 150mm thick and compacted to 95% Mod AAHTO Density in forming levels under solid floor surfacing, 4 litres of moisture to each square metre of surface area.	m <sup>3</sup>	100		
F1.2.6		Keeping excavations free of water Keeping excavations free of all water other than subterranean water	Sum	1		
F1.2.7		Soil poisoning to be carried out by a registered pest control company and certificate to be supplied To horizontal surfaces, etc. including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m <sup>2</sup>	65		
F1.2.8		Testing: Allow for compaction tests to be performed by specialist	Sum	1	5 000	R5 000,00
F1.2.9		Main Contractor's Mark-Up	%	5 000		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F2</b>	SABS 1200 GB	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
<b>F2.1</b>		<b>CONCRETE</b>				
F2.1.1		<b>MASS CONCRETE</b>				
		Concrete (20 MPa) in:				
F2.1.1.1		Concrete apron slab	m <sup>3</sup>	5		
F2.1.2		<b>REINFORCED CONCRETE</b>				
		Reinforced concrete (30 MPa)				
F2.1.2.1		Concrete floor slab	m <sup>3</sup>	15		
F2.1.2.2		Strip Footings (750mm wide)	m <sup>3</sup>	10		
<b>F2.2</b>		<b>FORMWORK</b>				
	5.2.1(a)	Rough formwork:				
F2.2.1		Edges, risers, ends and reveals not exceeding 300 mm high	m	50		
<b>F2.3</b>		<b>FABRIC REINFORCEMENT</b>				
F2.3.1		Ref 193 Mesh(measured net)	m <sup>2</sup>	65		
F2.3.2		High Tensile Steel reinforcing	ton	4		
<b>F2.4</b>		<b>MOVEMENT JOINTS</b>				
		Vertical joggle joints construction joints through concrete including thick cement slurry to one face				
F2.4.1		Surface beds not exceeding 200mm thick	m	15		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F3</b>		<p><b>BRICKWORK:</b></p> <p>Sizes in descriptions Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Hollow wall, etc. Walls in two skins described as " bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with approved cement and sand mixture and sealed with two coats "Brick seal" bitumen emulsion</p> <p>Samples: Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of six units. Samples of building units to be used in walls described as "load bearing" shall</p> <p>Note: Foundation walls to built up to surface bed level and surface bed concrete to be poured between walls as per Engineers specifications</p>				
<b>F3.1</b>		<b>FOUNDATIONS</b>				
F3.1.1		Corobrik Engineering Bricks in 2 skin below ground level in foundations (including building class I motar)	m <sup>2</sup>	50		
<b>F3.2</b>		<b>SUPERSTRUCTURE</b>				
F3.2.1		All comply with Part K of the SANS 10400 Corobrik Common Concrete Block to be plastered or Similar approved	m <sup>2</sup>	130		
F3.2.2		Corobrik Face Brick wall in stretcher bond with weathered joints and perpend internally and externally	m <sup>2</sup>	130		
F3.2.3		Brickforce (to all courses from window head to underside)	m	75		
F3.2.4		Extra over for fair face Cement wash of 1:4 liquid cement and sand mixture applied with a brush on external walls	m <sup>2</sup>	150		
F3.2.5		Cement wash of 1:5 liquid cement and sand mixture applied with a brush on internal walls	m <sup>2</sup>	200		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F4</b>	SABS 021:2002	<b>WATERPROOFING</b>				
F4.1	7,3	One layer of 250micron "Gunplas" or equal approved DPM under floors	m <sup>2</sup>	65		
F4.2	7.3.1	One layer of 375 micron "Consol or equal approved Plastics Brikgrip or equal approved DPC embossed damp proof course on walls.	m <sup>2</sup>	50		
<b>F4.3</b>		<b>ROOF COVERING, ETC</b>				
<b>F4.3.1</b>		<b>PROFILED METAL SHEETING AND ACCESSORIES</b>				
F4.3.1.1		Saflok 700 Profile Zinalume Roof Sheeting Laid at 18° pitch on 38x50mm SSAP Battens at 320mm c/c max on Sisalation RSA 420 Underlay Purlins on Trainling Tape on Timber Trusses	m <sup>2</sup>	80		
<b>F4.3.2</b>		<b>ROOF AND WALL INSULATION</b>				
F4.3.2.1		Sisalation 420" heavy industrial grade aluminium foil based insulation Insulation laid out over purlins (at approximately 600mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m <sup>2</sup>	80		
<b>F4.3.3</b>		<b>RAINWATER DISPOSAL</b>				
F4.3.3.1		Continuous 0.6mm chromadek seamless gutters	m	40		
F4.3.3.2		Extra over eaves gutter for stopped ends	No	2		
F4.3.3.3		Extra over eaves gutter for outlet for 75mm pipe	No	6		
F4.3.3.4		75m Diameter rainwater pipes	m	18		
F4.3.3.5		Extra over rainwater pipe for shoe	No	5		
F4.3.3.6		Extra over rainwater pipe for eaves or plinth offset 110m projection	No	6		
E4.3.3.7		2.5kl jojo tank mounted and secured on brick tank stand complete with brass 'bib' tap for rainwater harvesting	No.	2		
<b>Total Carried Forward</b>						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F5</b>		<b>CARPENTRY AND JOINERY</b>				
<b>F5.1</b>		<b>TRUSSES,ETC.</b>				
F5.1.1		Prefabricated and Installation of a roof trusses manufactured by specialist including to suit 20m span (or As per Drawing) and with 0.6m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete. The supply to also include 50mm x 76mm Purlins	Sum	1		
F5.1.2		38 x 114 mm Wall plate	m	35		
F5.1.3		225 x 10mm fascia boards including galvanised steel H-profile jointing strips	m	40		
F5.1.4		Doors,etc. 42mm TDM Hardwood BB solid core flush door 813 x 2032mm	No	8		
F5.1.5		Standard 1,2 thick residential section double rebated frame. Galvanised and painted	No	8		
<b>F5.2</b>		<b>CEILING, PARTITION AND ACCESS FLOORING</b>				
		NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
		SUPPLEMENTARY PREAMBLES				
		Descriptions				
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been give elsewhere				
		Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility inseting out				
F5.3		<b>NAILED UP CEILINGS</b>				
		6.4mm "Rhino board M-Strip" ceiling fixed print side up to bradering with 32mm galvanized semi-serrated nails or 32mm grabber screws at 150mm centres with plastic "M-Strip" cover strips over joints with all nail or screw				
F5.3.1		Ceiling including 1 x 1mm sawn softwood brandering at 40mm centres in one direction only to trusses (elsewehre measured) at 1260mm centres	m <sup>2</sup>	65		
F5.3.2		Extra over ceiling for 600 x 600mm trap door of 1 x 1mm wrought softwood rebated framing with one 1 x 1mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No.	4		
F5.3.3		"Rhino" Moulded Gypsum Cornices 75mm Coved cornice	m	200		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F6</b>		<b>IRONMONGERY</b>				
<b>F6.1</b>		<b>HINGES,BOLTS,LOCKS,ETC</b>				
F6.1.1		32mm Open brass piano hinges	No	16		
		Locks				
F6.1.2		Satin chrome WC indicator bolt	No	4		
F6.1.3		3 Lever mortice lock with striking plate	No	3		
F6.1.4		4 Lever Rebated door lockset complete	No	1		
<b>F6.2</b>		<b>DOOR STOP</b>				
F6.2.1		38mm Diameter rubber door stop plugged.	No	2		
<b>F6.3</b>		<b>LETTERS, NAMEPLATES, ETC</b>				
F6.3.1		150 x 150mm anodised aluminium plate with "Male" or "Female" symbol	No	5		
		Sundries				
F6.3.1		Liquid soap dispenser	No	2		
F6.3.2		Pull handle	No	2		
F6.3.3		Lockable toilet roll holder plugged	No	2		
F6.3.4		Solid 250-F40 coat hook	No	2		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F7</b>		<b>METAL/ALUMINIUM WORK</b>				
<b>F7.1</b>		<b>ALUMINIUM/METALIC WINDOW AND DOOR FRAMES,ETC:</b>				
		1.3mm Galvanised pressed rebated frame with factory undercoat, 1 coat primer, 1 coat universal undercoat, 2 coats plascon velvaglio				
E7.1.1		i) Door Type D01: size 813mm x 2032mm to suit wall 230mm wide wall	No	2		
E7.1.2		ii) Door Type D02: size 813 x 2032mm to suit wall 230mm wide	No	5		
E7.1.2		ii) Door Type D03: size 900 x 2032mm to suit wall 230mm wide	No	1		
		Natural anodised aluminium "Standard residential type" windows together with Glazing. All aluminium material to comply with SANS Glazing to comply with SANS 10400N				
F7.1.1		i) Window Schedule Type W01 (Refer to Schedule): Ablution	No	12		
F7.1.2		Window Schedule Type W02 (Refer to Schedule): Ablution	No	2		
<b>F7.2</b>		<b>GLAZING</b>				
		<b>GLAZING TO STEEL WITH PUTTY</b>				
		6,3mm Obscure glass in aluminium frames, including all necessary fittings. All glazing to comply with SANS 10400N				
F7.2.1		Panes exceeding 0,1 but not exceeding 0,5m <sup>2</sup> windows	m <sup>2</sup>	50		
<b>F7.3</b>		Provisional Sum for Work Identified on Site	Sum	1		
F7.3.1		Contractor's Mark Up	%	0		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F8</b>		<b>PLASTERING</b>				
<b>F8.1</b>		<b>SCREEDS</b>				
F8.1.1		Granolithic screeds steel trowelled on concrete 25mm Thick on floors and landings	m <sup>2</sup>	5		
<b>F8.2</b>		<b>INTERNAL PLASTER</b>				
G.2.1		15mm Cement plaster on brickwork On walls	m <sup>2</sup>	120		
<b>F8.3</b>		<b>EXTERNAL PLASTER</b>				
F8.3.1		15mm Cement plaster on brickwork On walls	m <sup>2</sup>	10		
<b>F8.5</b>	SABS 967.00	<b>PLUMBING AND DRAINAGE</b>				
<b>F8.5.1</b>	7.2.2	<b>SANITARY FITTINGS</b>				
F8.5.1.1		White glazed W/C Pan, floor mounted, wash down type, "P" trap horizontal outlet, open rim flush complete	No	6		
F8.5.1.2		Wall hung Wash hand basin fixations 470 (w) x290 (b) x165mm (h) without pedestal complete.	No	5		
F8.5.1.3		Stainless Steel Through urinals Traps, etc.	m	3		
F8.5.1.4		32 x 40 Flexible rubber deep seal "P" or "S" trap	No	5		
F8.5.1.5		15mm	m	2,5		
F8.5.1.6		22mm Pipes Copper Piping chased into walls including wrapping in 2 layers of Kraft paper	m	5		
F8.5.1.7		15mm EO for brass fittings	m	30		
F8.5.1.8		15mm fittings	No	10		
F8.5.1.9		22mm fittings Isolating Valves	No	8		
F8.5.1.10		Ball type isolating valves with handles 22 mm	No	8		
F8.5.1.11		Ditto but screwdriver operated 15 mm Taps, etc.	No	6		
F8.5.1.12		Cobra Watertech or equal approved 15mm CP star pillar tap	No	16		
F8.5.1.13		22mm Brass garden bibtap	No	6		
<b>F8.6</b>	SABS 967.00	<b>DRAINAGE</b>				
F8.6.1		Gulleys, etc. Gully complete with trap, grating, precast concrete surround and set in concrete	No	3		
F8.6.2		Manholes, etc. Manhole in PC rings including all necessary excavations, backfill, manhole cover and bedding in depth n.e. 1m	No	1		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>F9</b>	SABS ISO 12944 7/1998	<b>PAINTWORK</b>				
F9.1		<b>PAINTWORK TO NEW SURFACES</b> One coat bonding liquid and two coats interior and exterior quality PVA emulsion paint				
F9.1.1		On internal walls	m <sup>2</sup>	120		
F9.1.1a		On External walls	m <sup>2</sup>	5		
F9.2		<b>ON PLASTER BOARD</b> One coat bonding liquid and two coats exterior quality PVA emulsion paint				
F9.2.1		On fascias and barge boards with girth not exceeding 450mm	m	35		
F9.3		<b>ON METAL</b> Apply one coat self-etching primer, one undercoat and two coats silthane gloss enamel paint on galvanised steel				
F9.3.1		On doors frames internally	m <sup>2</sup>	10		
F9.3.2		On doors frames externally	m <sup>2</sup>	10		
F9.4		<b>ON WOOD</b> One coat wood primer, one undercoat and two coats silthane gloss enamel				
F9.4.1		On doors internally	m <sup>2</sup>	20		
F9.4.2		On doors externally	m <sup>2</sup>	2		
F9.5		<b>TILING</b> WALL TILING 150 x 150 x 2,5mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
F9.5.1		On walls	m <sup>2</sup>	10		
F9.5.2		300 x 300 x 4mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound. On floors	m <sup>2</sup>	65		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>G1</b>		<b>SECTION G: GUARD HOUSE</b>				
		<b>EARTHWORKS</b>				
<b>G1.1</b>	SABS 1200 C	<b>SITE CLEARANCE,ETC</b>				
G1.1.1	8.2.1	Digging up and removing rubbish, debris, vegetation, shrubs and trees not exceeding 100 mm diameter.	m <sup>2</sup>	20		
G1.1.2		Remove top soil to a depth of 400mm, and dispose off site as directed by the Engineer (within 5km)	m <sup>3</sup>	8		
<b>G1.2</b>	1200 DA	<b>EXCAVATION,FILLING,ETC</b>				
G1.2.1	8.3.1(b)	Excavation 750mm wide trenched in earth not exceeding 1m deep trenches	m <sup>3</sup>	25		
G1.2.2		Extra over trench excavation in earth for excavation in Soft rock	m <sup>3</sup>	2,5		
G1.2.3		Hard rock	m <sup>3</sup>	2,5		
G1.2.4		Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 93% Mod. AASTHO Density. Backfilling to trenches, holes, etc.	m <sup>3</sup>	50		
G1.2.5		Selected material from stockpile spread and level in layers not exceeding 150mm thick and compacted to 95% Mod AAHTO Density in forming levels under solid floor surfacing, 4 litres of moisture to each square metre of surface area.	m <sup>3</sup>	15		
G1.2.6		Keeping excavations free of water Keeping excavations free of all water other than subterranean water	Sum	1		
G1.2.7		Soil poisoning to be carried out by a registered pest control company and certificate to be supplied To horizontal surfaces, etc. including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m <sup>2</sup>	20		
G1.2.8		Testing: Allow for compaction tests to be performed by specialist	Sum	1	5 000	R5 000,00
G1.2.9		Main Contractor's Mark-Up	%	5 000		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G2</b>	SABS 1200 GB	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
<b>G2.1</b>		<b>CONCRETE</b>				
G2.1.1		<b>MASS CONCRETE</b>				
		Concrete (20 MPa) in:				
G2.1.1.1		Concrete apron slab	m <sup>3</sup>	3		
G2.1.2		<b>REINFORCED CONCRETE</b>				
		Reinforced concrete (30 MPa)				
G2.1.2.1		Concrete floor slab	m <sup>3</sup>	5		
G2.1.2.2		Strip Footings (750mm wide)	m <sup>3</sup>	6		
<b>G2.2</b>		<b>FORMWORK</b>				
	5.2.1(a)	Rough formwork:				
G2.2.1		Edges, risers, ends and reveals not exceeding 300 mm high	m	40		
<b>G2.3</b>		<b>FABRIC REINFORCEMENT</b>				
G2.3.1		Ref 193 Mesh(measured net)	m <sup>2</sup>	20		
G2.3.2		High Tensile Steel reinforcing	ton	3		
<b>G2.4</b>		<b>MOVEMENT JOINTS</b>				
		Vertical joggle joints construction joints through concrete including thick cement slurry to one face				
G2.4.1		Surface beds not exceeding 200mm thick	m	10		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G3</b>		<p><b>BRICKWORK:</b></p> <p>Sizes in descriptions Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Hollow wall, etc. Walls in two skins described as " bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with approved cement and sand mixture and sealed with two coats "Brick seal" bitumen emulsion</p> <p>Samples: Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of six units. Samples of building units to be used in walls described as "load bearing" shall</p> <p>Note: Foundation walls to built up to surface bed level and surface bed concrete to be poured between walls as per Engineers specifications</p>				
<b>G3.1</b>		<b>FOUNDATIONS</b>				
G3.1.1		Corobrik Engineering Bricks in 2 skin below ground level in foundations (including building class I motar)	m <sup>2</sup>	25		
<b>G3.2</b>		<b>SUPERSTRUCTURE</b>				
G3.2.1		All comply with Part K of the SANS 10400 Corobrik Common Concrete Block to be plastered or Similar approved	m <sup>2</sup>	65		
G3.2.2		Corobrik Face Brick wall in stretcher bond with weathered joints and perpends internally and externally	m <sup>2</sup>	65		
G3.2.3		Brickforce (to all courses from window head to underside)	m	60		
G3.2.4		Extra over for fair face Cement wash of 1:4 liquid cement and sand mixture applied with a brush on external walls	m <sup>2</sup>	100		
G3.2.5		Cement wash of 1:5 liquid cement and sand mixture applied with a brush on internal walls	m <sup>2</sup>	150		
<b>Total Carried Forward</b>						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G4</b>	SABS 021:2002	<b>WATERPROOFING</b>				
G4.1	7,3	One layer of 250micron "Gunplas" or equal approved DPM under floors	m <sup>2</sup>	20		
G4.2	7.3.1	One layer of 375 micron "Consol or equal approved Plastics Brikgrip or equal approved DPC embossed damp proof course on walls.	m <sup>2</sup>	25		
<b>G4.3</b>		<b>ROOF COVERING, ETC</b>				
<b>G4.3.1</b>		<b>PROFILED METAL SHEETING AND ACCESSORIES</b>				
G4.3.1.1		Saflok 700 Profile Zinalume Roof Sheeting Laid at 18° pitch on 38x50mm SSAP Batterns at 320mm c/c max on Sisalation RSA 420 Underlay Purlins on Trainling Tape on Timber Trusses	m <sup>2</sup>	20		
<b>G4.3.2</b>		<b>ROOF AND WALL INSULATION</b>				
G4.3.2.1		Sisalation 420" heavy industrial grade aluminium foil based insulation Insulation laid out over purlins (at approximately 600mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m <sup>2</sup>	30		
<b>G4.3.3</b>		<b>RAINWATER DISPOSAL</b>				
G4.3.3.1		Continuous 0.6mm chromadek seamless gutters	m	20		
G4.3.3.2		Extra over eaves gutter for stopped ends	No	2		
G4.3.3.3		Extra over eaves gutter for outlet for 75mm pipe	No	6		
G4.3.3.4		75m Diameter rainwater pipes	m	18		
G4.3.3.5		Extra over rainwater pipe for shoe	No	5		
G4.3.3.6		Extra over rainwater pipe for eaves or plinth offset 110m projection	No	6		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G5</b>		<b>CARPENTRY AND JOINERY</b>				
<b>G5.1</b>		<b>TRUSSES,ETC.</b>				
G5.1.1		Prefabricated and Installation of a roof trusses manufactured by specialist including to suit 20m span (or As per Drawing) and with 0.6m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete. The supply to also include 50mm x 76mm Purlins	Sum	1		
G5.1.2		38 x 114 mm Wall plate	m	20		
G5.1.3		225 x 10mm fascia boards including galvanised steel H-profile jointing strips	m	25		
G5.1.4		Doors,etc. 42mm TDM Hardwood BB solid core flush door 813 x 2032mm	No	2		
G5.1.5		Standard 1,2 thick residential section double rebated frame. Galvanised and painted	No	2		
<b>G5.2</b>		<b>CEILING, PARTITION AND ACCESS FLOORING</b>				
		NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill SUPPLEMENTARY PREAMBLES Descriptions Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been give elsewhere  Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility insetting out				
<b>G5.3</b>		<b>NAILED UP CEILINGS</b>				
G5.3.1		6.4mm "Rhino board M-Strip" ceiling fixed print side up to bradering with 32mm galvanized semi-serrated nails or 32mm grabber screws at 150mm centres with plastic "M-Strip" cover strips over joints with all nail or screw Ceiling including 1 x 1mm sawn softwood brandering at 40mm centres in one direction only to trusses (elsewehre measured) at 1260mm centres	m <sup>2</sup>	20		
G5.3.2		Extra over ceiling for 600 x 600mm trap door of 1 x 1mm wrought softwood rebated framing with one 1 x 1mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No.	4		
G5.3.3		"Rhino" Moulded Gypsum Cornices 75mm Coved cornice	m	150		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G6</b>		<b>IRONMONGERY</b>				
<b>G6.1</b>		<b>HINGES,BOLTS,LOCKS,ETC</b>				
G6.1.1		32mm Open brass piano hinges	No	4		
		Locks				
G6.1.2		Satin chrome WC indicator bolt	No	1		
G6.1.3		3 Lever mortice lock with striking plate	No	1		
G6.1.4		4 Lever Rebated door lockset complete	No	0		
<b>G6.2</b>		<b>DOOR STOP</b>				
G6.2.1		38mm Diameter rubber door stop plugged.	No	1		
<b>G6.3</b>		<b>LETTERS, NAMEPLATES, ETC</b>				
G6.3.1		150 x 150mm anodised aluminium plate with "Male" or "Female" symbol	No	1		
		Sundries				
G6.3.1		Liquid soap dispenser	No	1		
G6.3.2		Pull handle	No	1		
G6.3.3		Lockable toilet roll holder plugged	No	1		
G6.3.4		Solid 250-G40 coat hook	No	1		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G7</b>		<b>METAL/ALUMINIUM WORK</b>				
<b>G7.1</b>		<b>ALUMINIUM/METALIC WINDOW AND DOOR FRAMES,ETC:</b>				
G7.1.1		1.3mm Galvanised pressed rebated frame with factory undercoat, 1 coat primer, 1 coat universal undercoat, 2 coats plascon velvaglio i) Door Type D01: size 813mm x 2032mm to suit wall 230mm wide wall	No	2		
G7.1.1		Natural anodised aluminium "Standard residential type" windows together with Glazing. All aluminium material to comply with SANS Glazing to comply with SANS 10400N i) Window Schedule Type W01 (Refer to Schedule): Guard House	No	1		
G7.1.2		Window Schedule Type W02 (Refer to Schedule): Guard House	No	1		
G7.1.3		Window Schedule Type W03 (Refer to Schedule): Guard House	No.	1		
G7.1.12		Sliding Shower Doors, as per Schedule (SHR)	No.	6		
<b>G7.2</b>		<b>GLAZING</b>				
		<b>GLAZING TO STEEL WITH PUTTY</b>				
		6,3mm Obscure glass in aluminium frames, including all necessary fittings. All glazing to comply with SANS 10400N				
G7.2.1		Panes exceeding 0,1 but not exceeding 0,5m <sup>2</sup> windows	m <sup>2</sup>	40		
<b>G7.3</b>		Provisional Sum for Work Identified on Site	Sum	1	5 000	R5 000,00
G7.3.1		Contractor's Mark Up	%	5000		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G8</b>		<b>PLASTERING</b>				
<b>G8.1</b>		<b>SCREEDS</b>				
G8.1.1		Granolithic screeds steel trowelled on concrete 25mm Thick on floors and landings	m <sup>2</sup>	2,5		
<b>G8.2</b>		<b>INTERNAL PLASTER</b>				
G.2.1		15mm Cement plaster on brickwork On walls	m <sup>2</sup>	60		
<b>G8.3</b>		<b>EXTERNAL PLASTER</b>				
G8.3.1		15mm Cement plaster on brickwork On walls	m <sup>2</sup>	10		
<b>G8.5</b>	SABS 967.00	<b>PLUMBING AND DRAINAGE</b>				
<b>G8.5.1</b>	7.2.2	<b>SANITARY FITTINGS</b>				
G8.5.1.1		White glazed W/C Pan, floor mounted, wash down type, "P" trap horizontal outlet, open rim flush complete	No	1		
G8.5.1.2		Wall hung Wash hand basin fixations 470 (w) x290 (b) x165mm (h) without pedestal complete.	No	1		
G8.5.1.3		Stainless Steel Through urinals Traps, etc.	m			
G8.5.1.4		32 x 40 Flexible rubber deep seal "P" or "S" trap	No	1		
G8.5.1.5		15mm	m	2,5		
G8.5.1.6		22mm Pipes Copper Piping chased into walls including wrapping in 2 layers of Kraft paper	m	5		
G8.5.1.7		15mm EO for brass fittings	m	10		
G8.5.1.8		15mm fittings	No	1		
G8.5.1.9		22mm fittings Isolating Valves	No	1		
G8.5.1.10		Ball type isolating valves with handles 22 mm	No	1		
G8.5.1.11		Ditto but screwdriver operated 15 mm	No	6		
G8.5.1.12		Taps, etc. Cobra Watertech or equal approved				
G8.5.1.13		15mm CP star pillar tap	No	1		
<b>G8.6</b>	SABS 967.00	<b>DRAINAGE</b>				
G8.6.1		Gulleys, etc. Gulley complete with trap, grating, precast concrete surround and set in concrete	No	1		
G8.6.2		Manholes, etc. Manhole in PC rings including all necessary excavations, backfill, manhole cover and bedding in depth n.e. 1m	No	1		
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
<b>G9</b>	SABS ISO 12944 7/1998	<b>PAINTWORK</b>				
G9.1		<b>PAINTWORK TO NEW SURFACES</b> One coat bonding liquid and two coats interior and exterior quality PVA emulsion paint				
G9.1.1		On internal walls	m <sup>2</sup>	340		
G9.1.1a		On External walls	m <sup>2</sup>	50		
G9.2		<b>ON PLASTER BOARD</b> One coat bonding liquid and two coats exterior quality PVA emulsion paint				
G9.2.1		On fascias and barge boards with girth not exceeding 450mm	m	20		
G9.3		<b>ON METAL</b> Apply one coat self-etching primer, one undercoat and two coats silthane gloss enamel paint on galvanised steel				
G9.3.1		On doors frames internally	m <sup>2</sup>	10		
G9.3.2		On doors frames externally	m <sup>2</sup>	10		
G9.4		<b>ON WOOD</b> One coat wood primer, one undercoat and two coats silthane gloss enamel				
G9.4.1		On doors internally	m <sup>2</sup>	10		
G9.4.2		On doors externally	m <sup>2</sup>	1		
G9.5		<b>TILING</b> WALL TILING 150 x 150 x 2,5mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
G9.5.1		On walls	m <sup>2</sup>	10		
G9.5.2		300 x 300 x 4mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound. On floors	m <sup>2</sup>	20		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
	SABS 1200	<b>SECTION H: FENCING</b>				
H1		Supply and installation of 2.4m High Security Clearvu or similar approved Galvanized Fence 76x12.7mm Mesh aperture. Wire diameter of 3mm Horizontal and 4mm Vertical. 4 stiffening wire bend	m	500		
H2		Galvanized Taper Locking Post sealed with steel Cap, Posts	No	168		
H3		Galvanized Single and Double combo Clamp or similar Approved, Clamps	No	2184		
H4		400x400x600mm 25Mpa Concrete Foundation	m <sup>3</sup>	20		
H5		Standard Electric fence complete with Energizers and comply with SANS 10222-3 or Latest Applicable regular and 100mm high toughened steel shark tooth spike, topping	m	500		
H6		600mm under dig/Anti-Burrow Clear VU mesh extension similar to the fence in all respect, under-dig	m	500		
H7		Supply and install Vehicle Sliding Gate approximately 6000 x 2400mm high, including sliding track, as per Drawings (Rate to include all fittings, concrete works, earthworks etc, required for a functional gate)	No.	1		
H8		Supply and install Pedestrian Gate approximately 1000 x 2400mm high, including adjustable hinges and standard semi-circular hinged gate lock, hung to posts (Rate to include all fittings, concrete works, earthworks etc, required for a functional gate))	No.	2		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
		<b>SECTION I: PARKING</b>				
<b>I1</b>	SABS 1200C	<b>SITE CLEARENCE</b>				
11.2		General site clearance, including disposing unsuitable material within 5km radius from site	m <sup>2</sup>	950		
<b>I2</b>	SABS 1200DM  8.3.3a	<b>EARTHWORKS</b>				
12.1		ROADBED preparation and compaction of in-situ material to a depth of 150 mm: Compact to 93% MOD AASHTO	m <sup>3</sup>	145		
<b>I3</b>	SABS 1200ME	<b>SUB-BASE</b>				
i3.1		Supply, and place 150mm sub-base material (G5) and compact to 95% MOD AASHTO	m <sup>3</sup>	145		
<b>I3</b>	SABS 1200DE	<b>BASE</b>				
i3.1		Supply, and place 125mm base material (G4) and compact to 98% MOD AASHTO	m <sup>3</sup>	145		
<b>I3</b>	SABS 1200MH	<b>ASPHALT SURFACING</b>				
13.1		Primer, MC30 cut-back bitumen (0.7litres / m <sup>2</sup> ).	m <sup>3</sup>	950		
13.2		Continuously graded medium asphalt surfacing, using 80/100 penetration grade bitumen, at 30mm thickness, on parking surfaces	m <sup>2</sup>	950		
<b>I4</b>	SABS 1200DE	<b>KERBING AND CHANNELING</b>				
14.1		Kerbing and Channeling	m	145		
<b>I5</b>	SABS 1200 MM	<b>ANCILLARY ROADWORKS</b>				
15.1		Markings (a) White lines (broken or unbroken) (width up to 300 mm)	m	120		
15.2		(b) Yellow lines (broken or unbroken) (width up to 300 mm)	m	5		
15.3		(c) White characters and symbols	No	1		
15.4		(d) Yellow charectorers and symbols	No	1		
<b>Total Carried Forward to Summary</b>						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>J1</b>	SABS 1200C	<b>SECTION J: SURFACED ACCESS AND INTERNAL GRAVEL</b>				
J1.2		<b>SITE CLEARANCE</b> General site clearance, including disposing unsuitable material within 5km radius from site	m <sup>2</sup>	1800		
<b>J2</b>	SABS 1200DM	<b>EARTHWORKS</b>				
J2.1	8.3.3a	ROADBED preparation and compaction of in-situ material to a depth of 150 mm: Compact to 93% MOD AASHTO	m <sup>3</sup>	270		
<b>J3</b>	SABS 1200ME	<b>GRAVEL</b>				
J3.1		Supply, and place 150mm selected gravel material (G7) and compact to 95% MOD AASHTO	m <sup>3</sup>	180		
<b>J4</b>	SABS 1200ME	<b>SUB-BASE</b>				
J4.1		Supply, and place 150mm sub-base material (G5) and compact to 95% MOD AASHTO	m <sup>3</sup>	90		
<b>J5</b>	SABS 1200DE	<b>BASE</b>				
J5.1		Supply, and place 125mm base material (G4) and compact to 98% MOD AASHTO	m <sup>3</sup>	90		
<b>J6</b>	SABS 1200MH	<b>ASPHALT SURFACING</b>				
J6.1		Primer, MC30 cut-back bitumen (0.7litres / m <sup>2</sup> ).	m <sup>3</sup>	600		
J6.2		Continuously graded medium asphalt surfacing, using 80/100 penetration grade bitumen, at 30mm thickness, on parking surfaces	m <sup>2</sup>	600		
<b>J7</b>	SABS 1200DE	<b>KERBING AND CHANNELING</b>				
J7.1		Kerbing and Channeling	m	100		
<b>J8</b>	SABS 1200 MM	<b>ANCILLARY ROADWORKS</b>				
J8.1		Markings (a) White lines (broken or unbroken) (width up to 300 mm)	m	100		
J8.2		(b) Yellow lines (broken or unbroken) (width up to 300 mm)	m	3		
J8.3		(c) White characters and symbols	No	1		
J8.4		(d) Yellow charectorers and symbols	No	1		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>SECTION K: STORMWATER</b>						
<b>K1</b>	SABS 1200DA	<b>EARTHWORKS (SMALL WORKS)</b>				
<b>K1.1</b>	1200C	<b>Minor Structures and Chambers</b>				
K1.1.1	8.3.1(a)	Excavate in all materials and use for backfilling or dispose as ordered for minor structures and chambers	m <sup>3</sup>	12		
K1.1.1	8.3.1 (c)	Extra over Item J1.1.1 for :				
K1.1.2		i) Intermediate excavation	m <sup>3</sup>	8		
K1.1.2		ii) Hard rock excavation	m <sup>3</sup>	2		
<b>K1.2</b>	SABS 1200	<b>Site Clearance</b>				
K1.2.1	8.2.1	Clear vegetation, including disposal to spoil site, 2m wide along route of pipeline	m	450		
<b>K1.3</b>	SABS 1200	<b>Excavation</b>				
K1.3.1		Selective excavation <i>by hand</i> in all materials, backfill, compact or dispose of surplus/unsuitable material, for pipes up to and including 600 mm diameter for depths:				
K1.3.2		i) 0,0m - 1,0m	m	40		
K1.3.2		ii) 1,0m - 1,5m	m	20		
K1.3.3	8.3.2	Selective excavation <i>by machine</i> in all materials for trenches, backfill, compact or dispose of surplus/unsuitable material, for pipes up to and including 600mm dia for depths: (rate to include for shoring where necessary)				
K1.3.3		Over and up				
K1.3.4		0,0m - 1,0m	m	400		
K1.3.4		1,0m - 1,5m	m	50		
K1.3.5	8.3.2	Excavate in all materials beyond the limits of pipe trenches for thrust walls, valve chambers, anchor blocks where ordered by the Engineer:				
K1.3.5		Over and Up to				
K1.3.6		0,0m - 1,0m	m <sup>3</sup>	5		
K1.3.6		1,0m - 2,0m	m <sup>3</sup>	5		
K1.3.7	8.3.2 (b)	EO Items J1.3.1 to J1.3.6 for :				
K1.3.7		Hard rock excavation	m <sup>3</sup>	8		
K1.3.8		Removal of rock without the use of explosives (where ordered by the Engineer)	m <sup>3</sup>	5		
<b>K1.4</b>	SABS 1200 DB	<b>Backfill Material</b>				
K1.4.1		Backfill material from selected excavated material	m <sup>3</sup>	290		
K1.4.2	8.3.3.1	Imported backfill material from commercial sources	m <sup>3</sup>	10		
K1.4.3		Imported backfill material from designated borrow pit	m <sup>3</sup>	10		
<b>K1.5</b>	8.2.5 (b)	<b>Dealing with Services that adjoin a Trench:</b>				
K1.5.1		i) Sewer pipes up to 300mm dia	m	10		
K1.5.2		ii) Water mains 75mm to 150mm dia	m	10		
K1.5.3		iii) Telkom cables	m	10		
K1.5.4		iv) Electric cables (LT)	m	15		
K1.5.5		v) Electric cables (HT)	m	5		
<b>K2</b>	SABS 1200 LB	<b>PIPEWORK</b>				
<b>K2.1</b>	8.2.1	<b>Provision of Bedding</b>				
K2.1		Selected from trenches, and/or other excavations without the need for screening or other treatment:				
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
K2.1.1		Selected granular material	m <sup>3</sup>	45		
K2.1.2		Selected fill material	m <sup>3</sup>	4		
K2.1.3		Supply of bedding from commercial sources, where ordered				
K2.1.4		Selected granular material	m <sup>3</sup>	10		
K2.1.5		Selected fill material	m <sup>3</sup>	10		
<b>K2.2</b>		<b>Pipes</b>				
K2.2.1		Supply, handle, lay, joint and bed on class C bedding, OGEE jointed concrete pipes with rubber collars a) 450mm Dia Class 100D	m	20		
	8.2.8	Construct standard stormwater manholes as per attached details, including excavation and disposal of surplus material				
	8.2.10	Head Walls				
K2.2.2		i) For 600mm diameter pipes as per detail	No.	1		
	SABS 1200D	Drainage				
K2.2.3		Form stone pitching drain as per standard detail	m	50		
<b>K2.3</b>	SABS 1200DK	<b>Gabions</b>				
K2.3.1	8.2.1	Surface preparation for bedding of gabions	m <sup>2</sup>	258		
K2.3.2	8.2.2	Supply and install Gabions complete as per drawings	m <sup>3</sup>	516		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
L1	SABS 1200DA	<b>SECTION L: WATER SUPPLY</b>				
L1.1	1200C	<b>EARTHWORKS (SMALL WORKS)</b>				
		<b>Minor Structures and Chambers</b>				
L1.1.1	8.3.1(a)	Excavate in all materials and use for backfilling or dispose as ordered for minor structures and chambers	m <sup>3</sup>	12		
	8.3.1 (c)	Extra over Item K1.1.1 for :				
L1.1.1		i) Intermediate excavation	m <sup>3</sup>	8		
L1.1.2		ii) Hard rock excavation	m <sup>3</sup>	2		
L1.2	SABS 1200	<b>Site Clearance</b>				
L1.2.1	8.2.1	Clear vegetation, including disposal to spoil site, 2m wide along route of pipeline	m	450		
L1.3	SABS 1200	<b>Excavation</b>				
		Selective excavation <i>by hand</i> in all materials, backfill, compact or dispose of surplus/unsuitable material, for pipes up to and including 300 mm diameter for depths:				
L1.3.1		i) 0,0m - 1,0m	m	40		
L1.3.2		ii) 1,0m - 1,5m	m	20		
	8.3.2	Selective excavation <i>by machine</i> in all materials for trenches, backfill, compact or dispose of surplus/unsuitable material, for pipes up to and including 300mm dia for depths: (rate to include for shoring where necessary)				
		Over and up				
L1.3.3		0,0m - 1,0m	m	400		
L1.3.4		1,0m - 1,5m	m	50		
	8.3.2	Excavate in all materials beyond the limits of pipe trenches for thrust walls, valve chambers, anchor blocks where ordered by the Engineer:				
		Over and Up to				
L1.3.5		0,0m - 1,0m	m <sup>3</sup>	5		
L1.3.6		1,0m - 2,0m	m <sup>3</sup>	5		
	8.3.2 (b)	EO Items K1.3.1 to K1.3.6 for :				
L1.3.7		Hard rock excavation	m <sup>3</sup>	8		
L1.3.8		Removal of rock without the use of explosives (where ordered by the Engineer)	m <sup>3</sup>	5		
L1.4	SABS 1200 DB	<b>Backfill Material</b>				
L1.4.1		Backfill material from selected excavated material	m <sup>3</sup>	290		
L1.4.2	8.3.3.1	Imported backfill material from commercial sources	m <sup>3</sup>	10		
L1.4.3		Imported backfill material from designated borrow pit	m <sup>3</sup>	10		
L1.5	8.2.5 (b)	<b>Dealing with Services that adjoin a Trench:</b>				
L1.5.1		i) Stormwater pipes up to 450mm dia	m	10		
L1.5.2		ii) Stormwater pipes up over 450mm dia and up to 900mm dia	m	10		
L1.5.3		iii) Telkom cables	m	10		
L1.5.4		iv) Electric cables (LT)	m	15		
L1.5.5		v) Electric cables (HT)	m	5		
L1.5.6		vi) Sewer mains 75mm to 150mm dia	m	5		
L2	SABS 1200 LB	<b>PIPEWORK</b>				
L2.1	8.2.1	<b>Provision of Bedding</b> Selected from trenches, and/or other excavations without the need for screening or other treatment:				
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
L2.1.1	SABS 1200 L	Selected granular material	m <sup>3</sup>	45		
L2.1.2		Selected fill material	m <sup>3</sup>	4		
L2.1.3		Supply of bedding from commercial sources, where ordered				
L2.1.4		Selected granular material	m <sup>3</sup>	10		
L2.1.5		Selected fill material	m <sup>3</sup>	10		
<b>L2.2</b>		<b>Pipe Laying</b>				
		uPVC pipes and fittings				
		Supply, handle, lay and test HDPE pipes and fittings (Plasson compression fittings or similar approved)				
		Pipes				
L2.2.1		50mm dia, Class 16	m	650		
<b>L2.3</b>		<b>Tees (Class 16)</b>				
L2.3.1		50x 50mm	N°	1		
<b>L2.4</b>		<b>Elevated Tank</b>				
L2.4.1		Construct 10kl x 10m elevated steel tank, including foundation excavations, backfilling, concreting, reinforcement steel, anchor bolts, 50mm inlet and outlet steel pipe with appropriate valves, as per the drawing provided. The elevated steel structure supply to provide with a structural certificate.	No.	1		
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>M1</b>	SABS 1200DA	<b>SECTION M: SEWER</b>				
		<b>EARTHWORKS (SMALL WORKS)</b>				
M1.1	1200C	<b>Minor Structures</b>				
	8.3.1(a)	Excavate in all materials and use for backfilling or dispose as ordered for minor structures and chambers	m <sup>3</sup>	70		
	8.3.1 (c)	Extra over Item L1.1.1 for :				
M1.1.1		i) Intermediate excavation	m <sup>3</sup>	5		
M1.1.2		ii) Hard rock excavation	m <sup>3</sup>	5		
<b>M1.2</b>	SABS 1200	<b>Site Clearance</b>				
M1.2.1	8.2.1	Clear vegetation, including disposal to spoil site, 2m wide along route of pipeline	m <sup>2</sup>	35		
<b>M1.3</b>	SABS 1200	<b>Excavation</b>				
		Selective excavation <i>by hand</i> in all materials, backfill, compact or dispose of surplus/unsuitable material, for pipes up to and including 300 mm diameter for depths:				
M1.3.1		i) 0,0m - 1,0m	m	50		
M1.3.2		ii) 1,0m - 1,5m	m	10		
	8.3.2	Selective excavation <i>by machine</i> in all materials for trenches, backfill, compact or dispose of surplus/unsuitable material, for pipes up to and including 300mm dia for depths: (rate to include for shoring where necessary)				
		Over and up				
M1.3.3		0,0m - 1,0m	m	240		
M1.3.4		1,0m - 1,5m	m	50		
	8.3.2	Excavate in all materials beyond the limits of pipe trenches for thrust walls, valve chambers, anchor blocks where ordered by the Engineer:				
		Over and Up to				
M1.3.5		0,0m - 1,0m	m <sup>3</sup>	0		
M1.3.6		1,0m - 2,0m	m <sup>3</sup>	10		
	8.3.2 (b)	EO Items L1.3.1 to L1.3.6 for :				
M1.3.7		Hard rock excavation	m <sup>3</sup>	5		
M1.3.8		Removal of rock without the use of explosives (where ordered by the Engineer)	m <sup>3</sup>	5		
<b>M1.4</b>	SABS 1200 DB	<b>Backfill Material</b>				
M1.4.1		Backfill material from selected excavated material	m <sup>3</sup>	150		
M1.4.2	8.3.3.1	Imported backfill material from commercial sources	m <sup>3</sup>			
M1.4.3		Imported backfill material from designated borrow pit	m <sup>3</sup>			
<b>M1.5</b>	8.2.5 (b)	<b>Dealing with Services that adjoin a Trench:</b>				
M1.5.1		i) Stormwater pipes up to 450mm dia	m	3		
M1.5.2		ii) Stormwater pipes up over 450mm dia and up to 900mm dia	m			
M1.5.3		iii) Telkom cables	m	2		
M1.5.4		iv) Electric cables (LT)	m	2		
M1.5.5		v) Electric cables (HT)	m	2		
M1.5.6		vi) Water mains 75mm to 150mm dia	m	2		
<b>M2</b>	SABS 1200 LB	<b>PIPEWORK</b>				
<b>M2.1</b>		<b>Provision of Bedding</b>				
	8.2.1	Selected from trenches, and/or other excavations without the need for screening or other treatment:				
<b>Total Carried Forward</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
<b>Brought Forward</b>						
M2.1.1	SABS 1200 L	Selected granular material	m <sup>3</sup>	50		
M2.1.2		Selected fill material	m <sup>3</sup>	50		
M2.1.3		Supply of bedding from commercial sources, where ordered				
M2.1.4		Selected granular material	m <sup>3</sup>	50		
M2.1.5		Selected fill material	m <sup>3</sup>	50		
<b>M2.2</b>		<b>Pipe Laying</b>				
		uPVC pipes and fittings				
		uPVC pipes SABS 533				
		Supply, handle, lay and test uPVC pipes and fittings (Plasson compression fittings or similar approved)				
M2.2.1		Pipes				
M2.2.1		110mm dia, Class 16	m	175		
<b>M2.3</b>		<b>Tees (Class 16)</b>				
M2.3.1		110x 110mm	N°	1		
<b>M2.4</b>		<b>Structures</b>				
		a) Manhole Chambers				
M2.4.1	Supply all materials and construct manhole structures complete with covers, as indicated on drawings	N°	6			
M2.4.2	Construction of conservancy tank, as per the drawing. The rate should include for all concrete works, steel works, block works, water proofing and water tightness testing etc	No.	1			
<b>Total Carried Forward to Summary</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
	SABS 1200	<b>SECTION N: ELECTRICAL</b>				
N1		Supply and install all electrical materials for the security gate house, ablution block, change room etc, including all fittings by your approved electrical technician, including provision of certificate of compliance (CoC).	Sum	1		
N2		Allow a Provisional Sum for the Engineers Independent electrical inspector	Sum	1		
N3		Supply and installation of sports field ESKOM power supply (including liasing with ESKOM, overhead cables, trenching, cabling, foundations concrete works, connection to buildings)	Sum	1	100 000	R100 000,00
N4		Profit and general attendance for Item N2 & N3	%	100000		
N5		Allow for all electrical wiring design and installation to service building, ablution block and guard house, including provision of Certificate of Compliance (CoC)	Sum	1		
N6		Allow for Engineer's Independent Electrical Inspector	Sum	1	10 000	R10 000,00
N7		Contractor's margin	%	10000		
N8		Provide the sum of R350 000,00 for the electrical installation to Sport field, site reticulation and high mast light	Sum	1		
<b>Total Carried Forward to Summary</b>						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	BIL QTY	RATE	AMOUNT R
		<b>SECTION O. 5A SIDE SOCCER FIELD</b>				
O1		Clear Site	m <sup>2</sup>	1200		
O1.1		Removal of 150mm Topsoil incl. Carting Away to a distance of up to 5km	m <sup>3</sup>	230		
O2		Bulk Earthworks	m <sup>3</sup>	200		
O2.1		Rip & Compact In-Situ Earth to 93% Mod AASHTO	m <sup>3</sup>	230		
O3		150mm G4 material compacted to 98% MOD AASHTO	m <sup>3</sup>	230		
O4		125mm Strength Concrete Grade 30Mpa, cured for 7 days	m <sup>3</sup>	170		
O5		Figure 12 Kerb, all round, as edge restraint	m	140		
O6		Concrete Grade 15MPa, to hold the kerbs in place	m <sup>3</sup>	50		
O6.1		250 Micron Damp Proof Course below concrete slab	m <sup>2</sup>	1200		
O7		Supply and install artificial pitch turf with paint markings by specialist	Sum	1	100 000	R100 000,00
O7.1		Main Contractor's Mark Up	%	100000		
O8		Supply and install goal posts and net complete as per specification	No	2		
O8		Supply and install 2.6m high Fencing complete as per drawing details	m	138		
O9		Construct 900mm rebound walls complete with painting, as per drawing details	m	180		
<b>Total Carried Forward to Summary</b>						

## Summary of Bill of Quantities

<b>SCHEDULE OF QAUNTITIES - SUMMARY</b>		
NUMBER	DESCRIPTION	
SECTION A	PRELIMINARY AND GENERAL	
SECTION B	SOCCER FIELD	
SECTION C	COMBO COURT	
SECTION D	GRAND STAND SEATING	
SECTION E	SERVICE CENTER	
SECTION F	ABLUTION BLOCK	
SECTION G	GUARD HOUSE	
SECTION H	FENCING	
SECTION I	PARKING	
SECTION J	SURFACED ACCESS AND INTERNAL GRAVEL	
SECTION K	STORMWATER	
SECTION L	WATER RETICULATION	
SECTION M	SEWER	
SECTION N	ELECTRICAL	
SECTION O	5A SIDE SOCCER FIELD	
<b>SUB-TOTAL</b>		
<b>ADD 10% CONTINGENCIES</b>		
<b>SUB-TOTAL</b>		
<b>ADD VAT @15%</b>		
<b>TOTAL CONSTRUTION COST TO BE CARRIED TO C.1.1 FORM OF OFFER</b>		

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

**COMPANY STAMP**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM 0441

## Declaration

(In respect of completeness of Tender)

RAY NKONYENI MUNICIPALITY  
10 Connor Street  
Port Shepstone  
4240

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 205 pages + the Bill of Quantities comprising 64 pages in consecutive order upon which my/our tender for the **TENDER NO.: 8/2/RNM 0441– REFURBISHMENT OF TATANE SPORTSFIELD IN WARD 23** has been based.

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

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## Part C3: Scope of Work

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### Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings  
Scope of Work  
Specifications

**RAY NKONYENI MUNICIPALITY**

NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM 0441

## **C3.1. Description of the Works**

### **C3.1.1 Employer's Objectives**

The Ray Nkonyeni Municipality intends to develop and upgrade the Tatane Sportsfield. The objective of the project is to improve the infrastructure and facilities at the Tatane Sportsfield, to enable optimal functioning of the facility. The works are to be partly executed using labour intensive methods by making use of local resources, where possible.

### **C3.1.2 Overview of the Works**

The project is located in an village area and most of the surrounding buildings are used for residential purposes. The general scope of works includes inter alia, the following:

- Site clearance
- Demolitions and alterations;
- Concrete work;
- Brickwork;
- Plaster;
- Painting;
- Installation of ironmongery;
- Ceiling installation;
- Installation of sanitary fittings;
- Installation of doors and windows;
- Tiling;
- Plumbing and drainage.
- Electrical installations;
- Roof structural steelwork and roof sheeting.
- Installation of kerbs;
- Landscaping;
- Specialist signage
- General cleaning.

**NOTE:** The project scope of work will entail the removal of the existing building.

### **C3.1.3 Extent of the Works**

The project is located within Bhubhoi Area, approximately 5km north west of Port Shepstone town. The Works to be carried out by the Contractor under this Contract comprise mainly developing and upgrades to the existing Tatane Sportsfield as well as external civil works.

The main components of the Tatane Sportsfield scope comprise of:

- Construction of new Soccer-field (90x60m)
- Construction of Combi Court (33x17m)
- Construction of 5A side Soccer-field (42x25)
- Construction of Seating Stands
- Construction of Conservancy Tank
- Construction of 5kl Water Tank
- Construction Clear Vu Fence (500m)
- Construction of surfaced parking area (950m<sup>2</sup>)
- Construction of Service Center Building
- Construction of Ablation Block Building
- Construction Guardhouse Building
- Water Supply reticulation
- Sewer Reticulation

- Provision of Electricity

#### **C3.1.4 Location of the Works**

The Tatane Sportsfield is located in Bhobhoyi Village, a few kilometres outside of the Port Shepstone CBD, within the jurisdiction of Ugu District Municipality in KwaZulu Natal.  
The site coordinates are:

- S 30° 43' 31.54"
- E 30° 23' 12.52"

#### **C3.1.5 Description of Site and Access**

The Bhobhoyi Village is a rural area within the Municipality. The area has active sport teams that do not have a proper facility for their competitions. Such a facility would improve the competition hosting such as soccer tennis, netball, basketball etc. The project is located within Bhobhoyi Area, approximately 5km north west of Port Shepstone town

#### **C3.1.6 Temporary Works**

All design and the construction of any temporary works must be approved by the Engineer.

RAY NKONYENI MUNICIPALITY

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## C3.2. Engineering

### C3.2.1 Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent works :	
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings

### C3.2.2 Employer's Design

The entire Permanent Works have been designed by the Employers representative, i.e. the Engineer.

### C3.2.3 Design Brief

The Contractor will supply a typical layout for accommodation of traffic. Any alterations to this layout need to be approved by the Engineer and Employer.

### C3.2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

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

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

### C3.2.5 Design Procedures

All statutory requirements shall be taken into consideration.

RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023  
TENDER NO: 8/2/RNM 0441

## C3.3. Procurement

### C3.3.1 Preferential Procurement Procedures

#### C3.3.1.1 Requirements

- The project entails asbestos removal work and therefore services of an Approved Inspection Monitoring Authority (AIA) are required for the project, to ensure compliance with the Asbestos Abatement Regulations, 2020. An allowance will be made in the Contract for the Employer to appoint the (AIA).
- A specialist asbestos registered contractor will be appointed to undertake the asbestos roof sheeting removal and disposal work.
- Sub –contractors for specialist work (Electrical installations & HVAC installations) shall be appointed by the Employer in accordance with the Employer’s preferential procurement policy.

#### C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

- 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

### C3.3.2 Subcontracting

#### C3.3.2.1 Scope of Mandatory Subcontract Works

- Approved Inspection Monitoring Authority (AIA) services as required by the Asbestos Abatement Regulations, 2020.
- Asbestos roof sheeting removal and disposal work.
- External civil works.
- Specialist work items, including HVAC installations.

#### C3.3.2.2 Preferred Subcontractors / Suppliers

Preference will be given to local sub-contractors for sub-contracting.

#### C3.3.2.3 Subcontracting Procedures

Sub-Contractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and were required / necessary a Sub-Contractor shall be selected in consultation with the Employer.

Sub-contractors shall submit their Health and Safety Plan to be approved by the Employer’s Representative.

#### C3.3.2.4 Attendance on Subcontractors

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.



RAY NKONYENI MUNICIPALITY

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## C3.4. Construction

### C3.4.1 Works Specifications

#### C3.4.1.1 Applicable Specification

The following SANS 2001 standards for construction works are applicable to the contract:

- SANS 2001-BE1 Construction works Part BE1 : Earthworks (general)
- SANS 2001-BS1 Construction works Part BS1 : Site clearance
- SANS 2001-CC2 Construction works Part CC2 : Concrete works (minor works)
- SANS 2001-CG1 Construction works Part CG1 : Installation of glazing in window and door frames
- SANS 2001-CM2 Construction works Part CM2 : Strip footings, pad footings and on the ground foundations
- SANS 2001-CM1 Construction works Part CM1 : Masonry walling
- SANS 2001-DP1 Construction works Part DP1 : Earthworks for buried pipelines and prefabricated culverts
- SANS 2001-DP5 Construction works Part DP5 : Stormwater drainage
- SANS 2001-CT2 Construction works Part CT2 : Structural timberwork (roofing)
- SANS 2001-EM1 Construction works Part EM1 : Cement plaster

#### C3.4.1.1.1 Applicable SANS 1200 Standardised Specifications

The following SANS 1200 Standardised Specifications for Civil Engineering Construction are applicable:

- SANS 1200 A - 1986 General

#### C3.4.1.1.2 Other Applicable SANS Specifications

- SANS 10252-2 Drainage Installations for Buildings

#### C3.4.1.2 Particular Specifications

Refer to C3.6.

#### C3.4.1.3 Certification by Recognised Bodies

Registration with the CIDB is a compulsory requirement.

### C3.4.2 Plant and Materials

#### C3.4.2.1 Plant and Materials Supplied by the Employer

None.

#### C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory.

### C3.4.3 Construction Equipment

#### C3.4.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of the works.

#### C3.4.3.2 Equipment Provided by the Employer

None.

### C3.4.4 Existing Services

**C3.4.4.1 Known Services**

All known services are shown on the Construction Drawings. However, all existing service should be proven prior to construction. The onus still lies with the Main Contractor to ensure that no services are damaged during the construction period.

**C3.4.4.2 Treatment of Existing Services**

It is envisaged that some of the existing services may require temporary or permanent relocation. The relevant local authorities should be contacted before relocating any services.

Existing services indicated on the Contract drawings show the approximate positions of main existing services. The accuracy of/ or completeness of this information is not guaranteed. The Contractor shall make efforts to verify details, positions and levels of existing connection points to the satisfaction of the Engineer, well in advance of undertaking related works to prevent any possible delay if such services are not as indicated or assumed. No claims related to delays resulting from unidentified services shall be entertained.

**C3.4.4.3 Use of Detection Equipment for the Location of Underground Services**

The contractor, where it is deemed necessary may use detection equipment to locate existing services located below ground level.

**C3.4.4.4 Damage To Services**

It is the responsibility of the Contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main Contractor shall be responsible for the repair off the services to the original state before it was damaged, as well as all cost associated with the damaged service

**C3.4.4.5 Reinstatement of Services and Structures Damaged During Construction**

In the event of damages to existing services occur, the contractor shall at own cost make repairs. Where it is not possible to make the necessary repairs, the contractor shall contact the responsible authority and the Engineer to arrange for repairs of damages.

**C3.4.5 Site Establishment**

**C3.4.5.1 Services and Facilities Provided by the Employer**

**(a) Water Source**

A potable water supply is available in the vicinity of the Site. Should the Contractor wish to utilise such water supply, he/she shall be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

**(b) Electricity supply**

An electrical power supply is available in the vicinity of the Site. Should the Contractor wish to avail himself of such supply, he shall, in accordance with the provisions of the relevant sub clause, and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

**(c) Area for Contractor's site establishment**

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer at the clarification meeting or during the site handover meeting.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

**C3.4.5.2 Facilities Provided by the Contractor**

**(a) Facilities for the Engineer**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered items until the facility has been provided or restored as the case may be.

The following are typical facilities to be provided:

- Office accommodation;
- Site meeting venue;
- Contract nameboards;

- Survey equipment and assistants;
- Electricity supply for the Engineer;
- Site diary.

**(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and supplying water required for the execution of the Contract, including but not limited to all piping and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**C3.4.5.3 Storage And Laboratory Facilities**

No requirements are specified. A commercial laboratory will be utilised.

**C3.4.5.4 Vehicles and Equipment**

No requirements are specified.

**C3.4.5.5 Advertising Rights**

It is the Main Contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the Main Contractor.

**C3.4.5.6 Notice Boards**

The main Contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing.

**C3.4.6 Site Usage**

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

**C3.4.7 Permits and Way Leaves**

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible

for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions

#### **C3.4.8 Water for Construction Purposes**

The onus lies with the Main Contractor to source and pay for construction water. The quality of the construction water should be as specified in SANS.

#### **C3.4.9 Survey Control and Setting Out of the Works**

The survey control points and setting out data is provided by the Employer. It is the Contractor's responsibility to ensure that the survey control points are correct and to use these control points for setting out.

#### **C3.4.10 Extension of Time**

- (a) Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Works Programme.
- (b) 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 in clause 5.12.2.2 of the Contract Data, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.
- (c) 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. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.
- (d) 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.
- (e) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.

#### **C3.4.11 Features Requiring Special Attention**

##### **(a) Site Maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

##### **(b) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any Subcontractors nor will he issue instructions concerning the subcontract works directly to any Subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Subcontractors and the Engineer will not become involved.

##### **(c) Access to Properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**(d) Existing Residential Areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least **24 hours** but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**(e) Employment of Local Labour**

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community.

The Tenderer shall make maximum use of the human resources existing in the local community. The Tenderers shall apply to the employment labour desk, conveyed by the Project Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- the unavailability of sufficient numbers of local labourers to execute the work;
- the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Tenderer shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Tenderer shall maintain accurate and comprehensive daily records of all labour engaged on the tender and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

***The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, as determined by the Department of Labour.***

**(f) Monthly Statements and Payment Certificates**

The statement to be submitted by the Contractor in terms of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets

of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**(g) Construction in Restricted Areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

**(h) Notices, Signs, Barricades and Advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**(i) Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**(j) Survey Control and Setting Out of the Works**

Before commencement of work, the Contractor shall liaise with the Engineer to establish and verify the position and level of benchmarks, and the status of all boundary pegs. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site.

On Completion of the contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor, will be replaced at the Contractor's cost.

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## C3.5. Management

### C3.5.1 Management of the Works

#### C3.5.1.1 Applicable Specification

As specified under Clause C3.4.1.1.

#### C3.5.1.2 Particular Specifications

As specified under Clause C3.6.

#### C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

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 Engineer to take steps as set out in the Conditions of Contract.

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary.

#### C3.5.1.4 Sequence Of the Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

#### C3.5.1.5 Software Application for Programming

Not applicable.

#### C3.5.1.6 Methods And Procedures

The Works shall be executed in terms of the various and applicable SANS specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### C3.5.1.7 Quality Plans and Control

Refer to the various and applicable SANS specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### C3.5.1.8 Environment

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.

#### C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### C3.5.1.10 Other Contractors On Site



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Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.11 Testing, Completion, Commissioning and Correction of Defects**

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.12 Recording of Weather**

A rain gauge in good working condition shall be provided at site by the Contractor for measurement of rainfall.

**C3.5.1.13 Format of Communications**

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Diary and Instruction Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

**C3.5.1.14 Key Personnel**

Key personnel shall be on site at all times to control and supervise construction activities.

**C3.5.1.15 Management Meetings**

The Contractor shall have regular site management meeting to coordinate and manage the Works. Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

**C3.5.1.16 Forms for Contract Administration**

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

**C3.5.1.17 Daily Records**

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.18 Payment Certificates**

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.19 Proof of Compliance with the Law**

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.20 Insurance Provided by the Employer**

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

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## C3.6. Particular Specifications

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**C3.6.1 Variations and Additions to Standard Specifications**

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

**SABS 1200 A: GENERAL**

**PSA2.8 Schedule of Quantities**

**PSA2.8.1 Principle:**

Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Engineer and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 6.4.1 of the General Conditions of Contract 2010.

The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Engineer in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities

**PSA3 MATERIALS**

**PSA3.1 Material Quality**

The Engineer will take samples from stockpiles of proposed construction materials on site and from the completed works. Approval will not be granted for samples delivered direct to the Engineer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from Stormwater.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting shall be removed from the site of the Works and replaced at the Contractor's own expense.

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

**PSA5.2 Watching, Barricading, Lighting**

The Contractor shall employ competent watchmen to guard the Works both by day and night.

From the time any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupier of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safety and satisfactory condition.

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**PSA8.2.2 Time-Related Items**

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

**PSA5.7 OCCUPATIONAL HEALTH AND SAFETY**

The contractor shall abide by the Occupational Health and Safety rules as described in Section C 3.5.2 of this document

**PSA7 TESTING**

**PSA7.1 Testing Principles**

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor is satisfied with the standard of the Works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of the check testing indicating that the Work is to specification.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the Work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, the Contractor will be issued with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of any responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

**PSA7.2 Approved Laboratories**

Acceptance testing shall be done by a laboratory selected by the Engineer. The Engineer requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test.

All acceptances testing by the Engineer shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of a billed amount plus the tendered mark-up.

A Provisional Sum has been provided in Section 1 of the Bill of Quantities to allow for the cost of such testing.

The Contractor shall make due allowance for testing procedures in the construction programme.

**PSA8.2 PAYMENT**

**PSA8.2.2 Time-Related Items**

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

**PSA8.8.4 Existing Services**

The tendered rate for item 1.7.3 shall further cover the cost of backfilling the excavation with selected material compacted to 90% AASHTO density, keeping the excavation safe and taking care that the services are not damaged in any way. No direct payment will be made for the protection of such services.

**PSA9\* RECORD DRAWING INFORMATION**

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer's Representative for approval on a monthly basis.

The Certificate of Completion shall only be issued once all the as-built information has been received from the Contractor and verified by the Engineer.

The as-built information shall include data sheets in MS EXCEL format providing full details in itemised form of all infrastructure components purporting to be NEW INFRASTRUCTURE ASSETS for which the Municipality is required to compile an asset register in terms of National Treasury requirements. Such schedule shall provide the Built value of any such assets, the life expectancy thereof, the date from which these assets were put into practical operation as well as any other detail in a format as may be required and specified by the Hibiscus Coast Municipality Asset Management Division within the Finance Directorate.

It shall be a further requirement that all as-built information, as explained above and in a format satisfying the requirements of the Ingwe Municipality GIS Division, shall be prepared by the contractor and handed to the Engineer for verification and handing over to the Municipality.

**PSA11\* SITE INSTRUCTIONS**

The Engineer shall supply a site instruction book for specific use on the Site. All instructions given by the Engineer's Representative must be confirmed and countersigned by the Engineer.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative. Reasonable notice time shall be allowed prior to inspections. All inspections request and approval/disapproval thereof shall be recorded by the Site staff in writing.

**PSA12\* TACHOMETRIC SURVEY**

The Contractor will be required to complete tachometric survey of the works at project completion of the defined areas with an appropriate grid spacing to capture all terrain detail and give accurate contours at contours at 0.1 m intervals on flat areas and at 0.5 m intervals on slopes with a grade of more than 1 to 3. Levels of existing services will be to a tolerance of less than 20 mm. Where possible the survey should extend beyond the road reserve. The survey will be done to the WGS 84 Co-ordinate System, unless specified differently and all heights will be to MSL in metres.

The survey must incorporate the identification of any encroachment by existing fences, walls and other structures. The survey must also identify all above and below ground existing services on the site, within the road reserve and defined survey area. These include water, sanitation, stormwater, electrical and telecommunications information such as pipe sizes, inverts, flow direction, kerb inlets, details and cable duct markers, valve boxes and any other visible service identifiers, etc.

Drawings will be submitted in DXF format as well as the standard format of the drafting program used by the surveyor.

Full description of all codes and descriptions must accompany the survey data.

A seven-day lead time is required for the engineer to analyse the survey data; compare quantities with the Contractor and production of amended construction drawings, if necessary.

**SABS 1200 AB: ENGINEER'S OFFICE**

**PSAB MATERIALS**

**PSAB3.1 NAME BOARDS**

Add the following:

Erection of the Contractor's name board of maximum size 2.4 x 1.25 m will be allowed in the area of the Works, at a position approved by the Engineer, who may at any time order its removal if any objections are received.

Two Employer's name board shall be erected within one month of the commencement of construction and shall be placed where ordered by the Engineer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Engineer.

The board shall be manufactured from materials specified in Clause 3.1 of SABS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the MIG or Standard Board of the South African Association of Consulting Engineers.

All name boards shall be removed 14 days prior to the date of the Final Approval Certificate.

**PSAB3.2 OFFICE BUILDING(S)**

The Contractor shall supply, maintain and service:

- a) A furnished office for 20 m<sup>2</sup> minimum floor area able to seat 10 people or joint use by him and the Employer. This room shall be equipped with adequate lighting, chairs, tables, heater/air condition, a 2 m<sup>2</sup> notice board, a 2 m<sup>2</sup> whiteboard and two suitable power points.

**PSAB4 PLANT**

**PSAB4.1 TELEPHONE**

Replace clause 4.1 with the following:

A cellular telephone allowance of R 1 000.00 per month for calls by the Engineers' Representative shall be reimbursed through the Contract.

**PSAB5.6\* SURVEY EQUIPMENT**

The Contractor shall upon request provide the following survey equipment on the Site from the commencement to the completion of the Works.

- 1 tachometer capable of reading to 20 seconds of arc or total survey station.
- 1 engineers level and levelling staff.
- 2 tachometer staves graduated metrically.
- 1 steel tape of 100 m length.
- Wooden and steel pegs and hammers as required.

The equipment may by arrangement be shared between the Contractor and the Engineer's Representative, but the remaining instruments shall be provided for the exclusive use of the Engineer's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

Upon completion of the whole of the Works, ownership of the equipment shall revert to the Contractor.

**SABS 1200 C: SITE CLEARANCE**

**PSC 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence with the following:

Unless otherwise indicated by the Engineer the areas to be cleared shall consist of the full servitude and if specified by the Engineer the spoil areas. The Contractor may proceed with clearing and grubbing after the handover of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

**SABS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)**

**PSDM3.2.3 Selected Layer**

Add the following:

The Contractor shall obtain selected sub-grade material from a source of his own choice. The unit rate tendered shall include all procurement related costs, including haulage. The material quality shall comply with that of G7 natural gravel as specified in SANS 1200 and shall be compacted to the specified of Mod AASHTO Density. A selected layer to be used when any unsuitable material is removed in the roadworks.

**PSDM 5.2.3 Treatment of Road - Bed**

**PS DM 5.2.3.3 Treatment of Road - Bed**

- a) Preparation and compaction of road bed

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The road bed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93 % of AASHTO density (100 % for sand), except where otherwise ordered by the Engineer.

In clay areas only excavation and shaping to the correct level will be necessary.

### SABS 1200 LE: STORMWATER DRAINAGE

#### PS LE 3.1.1 MATERIAL FOR SUBSOIL DRAINAGE

##### PS LE 3.1.1.1 Pipes

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter  $\pm$  1, 5 mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes.

Slotted pipes shall have a slot width of 8 mm  $\pm$  1, 5 mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

##### PS LE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

##### PS LE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

##### PS LE 3.1.1.4 Sand

Filter sand: Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

### SABS 1200 MM: ANCILLARY ROADWORKS

#### PSMM 8.4.1\* Supply and Apply Paint Suitable for the roadworks, Paint to be applied at a Nominal Rate of 0.42 e/m<sup>2</sup>

##### PSMM 8.4.1 (a) White lines (unbroken)..... Unit: m

The rate shall cover the cost of supplying, transporting, off-loading and application.

#### PSD 5 CONSTRUCTION

##### PSD 5.1 PRECAUTIONS

##### PSD 5.1.2 Existing Services

##### PSD 5.1.2.2 Detection, location and exposure

Add the following paragraph:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

**PSD 5.1.2.3 Protection of Cables**

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

**PSD 5.1.4 Nuisance**

**PSD 5.1.4.1 Dust nuisance**

Add the following paragraphs:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. An item has been included in the schedule of quantities for payment of this work. Also refer to the Environmental Management Plan in this regard.

The Contractor shall take the necessary precautions to prevent sand blowing onto adjacent properties during the construction period. Where necessary stabilisation deemed will be specified, but during construction the Contractor will be responsible for keeping the sand damp to prevent wind erosion. Provision for keeping sand damp must be included in the Contractor's tender rates for this item.

**PSD 5.1.6 Road Traffic Control**

Add the following paragraphs:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided.
- c) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.

**PSD 5.2 METHODS AND PROCEDURES**

**PSD 5.2.1 Site Preparation**

**PSD 5.2.1.2 Conservation of topsoil**

Add the following paragraph:

Removal of topsoil shall only occur in areas as approved by the Engineer in writing. The topsoil shall be conserved for use elsewhere. Refer to the Environmental Management Plan in this regard.

**PSD 5.2.2 Excavation**

**PSD 5.2.2.3 Disposal**

Substitute the second sentence of this clause with the following paragraph:



All surplus and unsuitable material shall be disposed of at the nearest municipal dump site or any other site located by the Contractor and approved by the Engineer in writing.

**PSD 5.2.2.4 Excavation by hand around existing services**

Where hand excavation is required around existing services it shall be done within 3, 0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

**PSD 5.2.3 Placing and Compaction**

**PSD 5.2.3.1 Embankments**

Add the following paragraph:

In-situ sandy material with a PI<12 shall be compacted to 98% Mod AASHTO while clayey sands and sandy clays be compacted to 95% Mod AASHTO to a depth of 300 mm. Sandy fill shall be compacted in layers to 100% Mod AASHTO.

**PSD 5.2.4.3 Grass or other vegetation**

Add the following paragraphs:

The vegetation shall consist of an approved grass or hydroseed mixture and the contractor shall carry out sufficient tests with the applied top soil to ensure that the grass or hydroseeding mixture proposed for use is suitable and will flourish after application and watering. This is particularly important for the lining of the channels and the contractor must submit various grass mixtures from a specialist horticulturist for consideration in the grass lining of the channels. The cost of any such submissions together with the cost of supplying suitable fertiliser must be included in the applicable rates for this work.

Hydroseeding shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the program of completed work.

The Contractor shall arrange for the topsoil to be tested for fertiliser requirements and he shall submit the test reports to the Engineer who will, after that, issue instructions on the fertiliser to be used. The cost of any such tests together with the cost of supplying fertiliser must be included in the applicable rates for this work.

Undue humps and hollows shall be smoothed out before hydroseeding is commenced.

**PSD 8.3.11 MEASUREMENT AND PAYMENT**

**PSD 8.3.11 Grassing or other Vegetation Cover**

Add the following paragraph:

The rate tendered shall cover the cost of all tests on the topsoil, procuring the seed, delivering to site, providing all labour, equipment, fertilizer, and water, hydroseeding the mixture onto the topsoil watering and maintaining the vegetation cover until the end of the maintenance period.

**PSD 5.2.5 Transport for Earthworks**

**PSD 5.2.5.1 Freehaul**

Add the following paragraph:

The movement of material to and from any source within a 0.5km radius of the site will be taken as free haul, with no additional payment for loading, handling, haulage and placement in the final position.

**PSD 5.2.6 STABILISATION**

**PSD 5.2.6.1 Construction**

The top sand surface on completed terraces and other areas or the base of excavated clay pockets shall be stabilised as directed by the Engineer.

Baled straw shall be placed on the completed area, opened and evenly spread by hand or machine at a coverage rate of one bale per 20m<sup>2</sup> over the area to be stabilised. It shall then immediately be harrowed into the upper 100 mm layer of sand using a serrated disc harrow or by labour based methods in an east-west or west-east direction. Twigs, grass, etc from site clearance can also be utilised provided that a similar cover and degree of stabilisation to straw is achieved.

This operation shall not be attempted when the wind strength is such as to remove the material before it can be harrowed.

**PSD 5.2.6.2 Measurement and Payment**

The rate shall include the supply, placing, spreading and harrowing in of the straw and for all transport, plant, materials, labour and incidentals necessary to complete the Work as specified.

**PSD6 TOLERANCES**

**PSD 6.1 POSITION, DIMENSIONS, LEVELS, ETC**

Add the following paragraph:

Degree of Accuracy II shall apply.

**PSD 8.3 SCHEDULED ITEMS**

**PSD 8.3.11 Grassing or Other Vegetation Cover ..... Unit: m<sup>3</sup>**

Add the following to D 8.3.11:

Payment for hydroseeding, where it has been ordered, will be made in stages as follows:

**First payment**

When the area has been prepared and hydroseed, 60 % of the rate tendered per square metre shall be paid.

**Second payment**

When the area has been initially accepted by the Engineer, a further 30 % of the rate tendered per square metre shall be paid in respect of the re-measured area which is accepted.

**Third payment**

At the end of the maintenance period the outstanding amount will be paid in respect of the actual re-measured area of grass and other vegetation finally accepted by the Engineer for payment.

The rate tendered and paid for shall include full compensation for trimming of existing slopes, supply and spreading of compost and/or manure, preparation of the soil, watering, supply of hydroseeding material and application and other vegetation and maintenance of the covered areas, including all labour, supervision, specialist advice, materials, transport, plant, equipment and incidentals necessary to complete the work and bring the covered areas into the condition required for final acceptance, and shall include for any loss due to vegetation failing to establish a satisfactory cover of living vegetation in which gaps larger than 150 mm do not occur.

**SABS 1200 G: CONCRETE**

**PSG CONCRETE (STRUCTURAL)**

**PSG 1 EXPLANATION OF TERMS**

**PSG 1.1 Exposure Conditions**

Further to the descriptions in 2.4.1, the exposure conditions are deemed to be "very severe" as defined in 2.4.1.4.

**PSG 2 MATERIALS**

**PSG 2.1 Cement**

This sub clause is amended by addition of the following paragraph:

Only PC 30 FA cement complying with SABS 1466 may be used in waterlight concrete.

**PSG 2.2 Applicable Specification**

In addition to the requirements of SABS 1083 in respect of the coarse and fine aggregates, all aggregates shall be of dolomitic origin except that mass concrete and structural concrete that will not come into contact with effluent need not make use of dolomitic aggregates.

**PSG 2.3 Approval of Admixtures Required**

The Contractor will be permitted to use admixtures necessitated by his design to the approval of the Engineer except that air entraining agents will not be permitted under any circumstances.

**PSG 3 REINFORCEMENT**

**PSG 3.1 Fixing**

The sub clause is amended by addition of the following paragraphs:

Reinforcement in structures is not to be welded unless specifically approved in writing by the Engineer in exceptional circumstances. All welding procedures are to be subject to the prior approval of the Engineer in writing.

Mechanical butt joining of reinforcement will be permitted subject to test pieces and procedures having the prior approval of the Engineer.

**PSG 3.2 Cover**

Cover shall not be less than 50 mm notwithstanding the requirements of Table 1 for grade 40 concrete in very severe conditions.

Further to the provisions of 5.1.3, no metal supports, spacers or wire ties used for holding reinforcement in position shall be in contact with formwork nor shall it have less cover to outside concrete faces than is specified for the steel reinforcement.

**PSG 4 CONSTRUCTION**

**PSG 4.1 Classification of Finishes**

Unless otherwise stated on the drawing or Schedule of Quantities a smooth finish is required with Degree of Accuracy II. Special finishes with more stringent tolerances are required for certain of the structures and are stated on the appropriate drawings.

**PSG 4.2 Quality – General**

This sub clause is amended by the addition of the following paragraph:

To ensure quality, the Contractor shall provide a responsible person(s) approved by the Engineer with an adequate knowledge of concrete technology in mixing, placing and curing of concrete for the supervision at all times of the production, transporting and placing of concrete.

**PSG 4.3 Durability**

Notwithstanding the water/cement ratios stated in Table 5, a maximum water/cement ratio of 0,5 will be applicable to all strength concrete.

**PSG 4.5 Strength Concrete**

Concrete shall be of the grades stated on the drawings and in the Schedule of Quantities. A minimum cement content of 400kg per m<sup>3</sup> of concrete is required for all concrete in structures which are in contact with the sewage effluent. A mix design for each specified grade of strength concrete is to be approved by the Engineer prior to the mix being used in the works.

**PSG 4.6 Preparation of Formwork**

Add the following paragraph to this sub clause:

Ties used to secure and align formwork should not pass completely through any part of a structure which is classed as water retaining unless effective precautions are taken to ensure watertightness after their removal. The ends of any embedded ties must have a cover equal to that required for the reinforcement. The gap left from the end of the tie to the face of the concrete must be effectively sealed. Under no circumstances will tubes for accommodating ties which are made of a brittle material such as fibre cement be allowed.

**PSG 4.7 Ready-mixed Concrete**

Use of ready-mixed concrete will be acceptable provided the Engineer has given his prior approval of the concrete production facility. Testing of ready-mixed concrete shall be as specified in PSG 6.

**PSG 6 MEASUREMENT AND RATES**

**PSG 6.1 Formwork**

Further to the provisions of 8.1.3(d), holes to be formed in walls or slabs for the building in of pipes/specials will be measured by number for the area of opening within the following ranges for the stated thickness of wall:

- a) not exceeding 0,25 m<sup>2</sup>
- b) exceeding 0,25 m<sup>2</sup> but not exceeding 0,50 m<sup>2</sup>
- c) exceeding 0,50 m<sup>2</sup> but not exceeding 0,75 m<sup>2</sup>
- d) exceeding 0,75m<sup>2</sup> but not exceeding 1,00m<sup>2</sup>

**PSG 6.2 Reinforcement**

This sub clause shall be deleted and replaced by the following:

Steel bar reinforcement shall be measured by the metric ton (or kg for small quantities) calculated from the cutting lengths shown on the drawings and using the tabulated mass per linear metre for the nominal diameter of the bar.

<u>Bar diameter (mm)</u>	<u>Mass per linear meter (kg)</u>
6	0,222
8	0,395
10	0,616
12	0,888
16	1,579
20	2,466
25	3,854
32	6,313

Welded steel fabric shall be measured in metric tons based on the nominal mass per square metre or in square metres for each mesh reference.

Payment shall include for the supply of all material, labour and plant for fixing the reinforcement in position and shall include for cutting, bending, rolling margin, waste, cover blocks, wire ties and in case of welded mesh for all waste due to laps and for maintaining the reinforcement in the position shown on the drawings during concreting. If the mass of mild steel reinforcement used for approved chairs (excluding those listed in the bending schedule) exceeds 1% of the total mass of reinforcement fixed, the excess will be paid for at the appropriate rates in the schedule of quantities.

Payment shall distinguish between mild steel and high tensile steel bar reinforcement and shall further distinguish between bars of diameter 12 mm and less and 16 mm and greater.

**SANS 1200 DW: DAYWORKS (ADDITIONAL SECTION)**

**PSDW1 SCOPE**

This section covers the listing of daywork items in accordance with the General Conditions of Contract Clause 37, for use in determining payment for work which cannot be quantified in specific units in the Bill of Quantities or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

**PSDW2.....ORDERING OF DAYWORK**

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

**PSDW3..... MEASUREMENT AND PAYMENT**

<i>Item</i>		<i>Unit</i>
PSDW11.1	LABOUR during all hours	
	a) Foreman	hour (hr)
	b) Skilled Labour	hour (hr)
	c) Semi Skilled Labour	hour (hr)
	d) Unskilled Labour	hour (hr)
	e) Flag Person	hour (hr)

<i>Item</i>		<i>Unit</i>
PSDW11.2	PLANT AND EQUIPMENT	
	a) Grader (AT140G or similar)	hour (hr)
	b) Wheel loaders (50 kW minimum)	hour (hr)
	c) Concrete mixer (0,6m <sup>3</sup> capacity)	hour (hr)
	d) Angle grinder (1 kW capacity)	hour (hr)
	e) Crawler excavator (60-80 kW)	hour (hr)
	f) Tractor - loader - backhoe (TLB)	hour (hr)
	g) Bulldozer: 40-60 kW (D4)	hour (hr)
	h) Compressor including hammers and hoses (5 m <sup>3</sup> /min minimum)	hour (hr)
	i) Pneumatic self propelled rollers (15 ton minimum)	hour (hr)
	j) Smooth self propelled vibrating rollers (7 ton minimum)	hour (hr)
	k) Vibrating plate compactor (4kW capacity)	hour (hr)
	l) Tip truck (10 m <sup>3</sup> minimum)	hour (hr)
	m) Tip truck (5 m <sup>3</sup> minimum)	hour (hr)
	n) Water truck (9 kl minimum)	hour (hr)
	o) 50 mm Centrifugal Pump	hour (hr)
	p) 100 mm Centrifugal Pump	hour (hr)

<i>Item</i>		<i>Unit</i>
PSDW11.3	MATERIALS	
	a) Cement	50 kg
	b) Building sand	m <sup>3</sup>
	c) 19 mm stone	m <sup>3</sup>

	d) Bricks (Concrete)	
	e) 100mm thick solid block	1000
	f) 200mm thick hollow block	1000
<i>Item</i>		<i>Unit</i>
PSDW11.4	TRANSPORT	
	a) 1 Ton LDV	Kilometer (km)
	b) Flatbed Truck (10 tons)	Kilometer (km)

The unit of measurement of item 11.1 and 11.2 shall be the hour for the item of plant or personnel. Non working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the Schedule of Quantities. Prior to the commencement of any work by the labourers described under item 11.1, the Contractor must obtain written consent from the Engineer regarding the classification of all labourers in terms of "unskilled", "semi-skilled" and "skilled" labourers.

The tendered rates for labour for pay item 11.1 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contribution, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for pay item 11.2 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the Engineer, for all administrative, supervisory, operative and contingent costs, and profit, relating to the running of the plant.

The unit of measurement for pay sub item 11.3 shall be the amounts actually paid for the procurement of materials to be purchased and include the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage. Only the actual quantities of materials used, as verified by the Engineer, shall be paid for.

The unit of measurement for pay item 11.4 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Engineer.

The tendered rate for pay item 11.4 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid. The tendered rates shall be industry related and will be used in the sensitivity analysis during the adjudication of the tender.

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TENDER NO: 8/2/RNM 0441

**C3.6.2 Health and Safety Specifications by the Employer**

**1. Interpretations**

**1.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

**1.1 Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

**2. MINIMUM ADMINISTRATIVE REQUIREMENTS**

**2.1 Asbestos Regulations**

The project scope of work will entail the removal of the existing asbestos roof sheeting and the replacement thereof, with galvanised steel sheeting. The removal and disposal of the asbestos roof sheeting will be undertaken by a Registered Asbestos Contractor. In light of the foregoing the project will be subject to the Asbestos Regulations (2002) and Asbestos Abatement Regulations, 2020, which were promulgated in terms of the Occupational Health and Safety Act 85 of 1993.

In line with the aforementioned regulatory prescripts, the following requirements should be complied with;

- Notification of the Provincial Director of the Department of Labour prior to commencement of the work. This item shall be undertaken by the AIA.
- The asbestos demolition work and disposal should be carried out by a registered asbestos contractor.
- All asbestos materials likely to become airborne should be identified.
- A plan of work should be submitted at least thirty (30) days prior to the commencement of that work, to an approved inspection authority. This item shall be undertaken by the AIA.
- During and after the completion of demolition work, steps should be taken to ensure that;
  - All asbestos and materials containing asbestos are handled and disposed of in accordance with the Asbestos Regulations (2002).
  - All persons exposed to or likely to be exposed to asbestos are issued with appropriate personal protective equipment (PPE) and that such equipment is used properly.
  - The premises, structures or area are thoroughly checked to ensure that all asbestos waste has been removed.

**2.2 Health and Safety Plan**

The Principal Contractor shall prepare a documented Health and Safety Plan as per Construction Regulations 7(1) (a) based on the information / requirements contained in this specification and the baseline risk assessment for the project and demonstrate to us how he is going to implement Health and Safety on site.

**2.3 Health and Safety File**

The Principal Contractor must, as required by Construction Regulation 7(2)(b) compile and keep a health and safety file on site at all times that must include all documentation required in terms of The Act and Regulations and this specification. It must also include a list of all Sub Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The Principal Contractor health and safety file must after compilation be submitted to the Health and Safety Agent for approval before any work commencement on site.

The health and safety file must contain the following documentation:

- Notification of Construction Work
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer
- Safety, Health and Environment Policies
- Health and safety plan agreed with the Client's Agent
- Legal Appointments
- Certificates of medical fitness

- Risk assessment(s) and method statements
- Material Safety Data Sheets (MSDS)
- Traffic Management Plan
- Emergency Preparedness Plan
- Training Records
- Personal Protective Equipment (PPE) records
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor
- The following registers:
  - Accident and/or incident register (Annexure 1 of the General Administrative Regulations)
  - Occupational Health and Safety representative's inspection register
  - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user
  - Inspection of hand tools
  - Inspection and maintenance of explosive powered tools
  - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances)
  - Inspection for temporal electrical installations
  - First-aid box content
  - Record of first-aid treatment
  - Fire equipment inspections and maintenance
  - Record of hazardous chemical substances (HCS) kept and used on site
  - Machine safety inspections (including machine guards, lock-outs etc);
  - Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators)
  - Inspection of stacking and storage
- The OHS Act and its Regulations (Construction Regulations 2014)
- Meeting records
- Internal Audits records
- Client's Audits records
- Other records relating to health and safety management on site

The Client's Agent will conduct an evaluation of the Principal Contractor's health and safety file from time to time during a month, but at least once a month.

#### **2.4 Mandatories and Contractors Safety File**

It is a requirement that the Principal Contractor, when he appoints Contractors, includes an OHS Act Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such Contractor.

Each Contractor must keep his/her health and safety file updated for the Principal Contractor, on a weekly basis. The Subcontractor must agree to comply with the terms of the Provisions of Section 37(2) of the Occupational & Safety Act, Act No. 85 of 1993 together with the Construction Regulations 2014.

The Principal Contractor must conduct an evaluation of the Contractor's health and safety file from time to time during a month, but at least once a month.

#### **2.5 Notification of Intention to Commence Construction Work**

The Principal Contractor must notify Department of Labour in writing of construction work as per section 4 of Construction Regulations and keep the stamped copy in the file.

### **3. STRUCTURE AND RESPONSIBILITIES**

#### **3.1 Overall Supervisions and Responsibility for Health and Safety**

It is the Principal Contractor's responsibility to implement and maintain the health and safety plan approved by the Client.

The Chief Executive Officer (in terms of Section 16(1) of the OHS Act) of the Principal Contractor is to ensure that the Employer (as defined in the OHS Act) complies with the OHS Act.

The Principal Contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHS Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHS Act.

#### **3.2 Operational Responsibilities for Health and Safety**



The Principal Contractor must appoint designated competent employees and/or other competent persons to assist with the operational responsibilities for health and safety during the works. Appointments shall be guided/ structured by the legislation requirements and the scope of works to be performed by the contractor. It is acknowledged that the Principal Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Health and Safety Standards would not be negatively affected. Should the Health and Safety Agent deem such practice as having a negative effect on Health and Safety Standards; then alternative arrangements will have to be made.

A part time Health and Safety Officer shall be appointed by the Principal Contractor subject to the following conditions:

- The person must either have completed a SAMTRAC (Safety Management Training Course), which is administered by NOSA, a 3 Week Health and Safety Management Course, which is administered by Lexis Nexus, National Diploma in Safety Management or another course approved by Client's Agent as a minimum requirement.
- The Health and Safety Officer must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) or have proof of application for registration.

### **3.3 Appointment of Health and Safety Representative**

Where the Principal Contractor employs more than 20 persons [including the employees of other contractors (sub-contractors)] he shall appoint one Health and Safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the Occupational Health and Safety representatives be executed in consultation with employee representatives or employees.

Occupational Health and Safety representatives shall be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Should the appointed representatives require any training, assistance or facilities, the Principal Contractor must provide these.

Health and Safety Representatives shall carry out his/ her duties as per Section 18 of the OHS Act. The Principal Contractor must ensure that the designated Occupational Health and Safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational Health and Safety representatives must be included in accident and/or incident investigations. Occupational Health and Safety representatives must attend all Occupational Health and Safety committee meetings.

### **3.4 Health and Safety Committees**

The Principal Contractor must establish an Occupational Health and Safety committee consisting of all the designated Occupational Health and Safety representatives together with a number of management representatives. The members of the Occupational Health and Safety committee must be appointed in writing and copies of the appointments included in the Occupational Health and Safety file.

The Health and Safety committee shall be made up of the following:

- Contracts Director
- Construction Manager
- Construction Safety Officer
- Health and Safety Representatives (Own and Contractors)
- Management Members and Client Representatives
- Contractors Managers

The Occupational Health and Safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

- Opening and welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Occupational Health and Safety representatives' reports
- Incident and/or accident reports and investigations
- Incident, accident and/or injury statistics
- Other matters
- Endorsement of registers and other statutory documents by a duly authorised representative of the Principal Contractor

- Training:
  - Employee competence
  - Induction training
  - Certified skills
  - Toolbox talks
  - Emergency procedures
  - Any specific training needs
- General issues:
  - Traffic Management
  - Fire precautions
  - First aid
  - Welfare, etc

Minutes of the meetings shall detail the actions arising from the meeting, action by, completion dates, be copied to all attendees and to be displayed on the safety notice board/s for the information of all the employees. A copy of the Safety Committee Meeting minutes shall be forwarded to the Client if the Client cannot attend the meetings.

### 3.5 Occupational Health and Safety Policy

The Principal Contractor must prepare a health and safety policy which should be signed by the Chief Executive Officer must form a part of the Safety Plan. The policy must outline objectives and set out how they will be achieved and implemented. The health and safety policy should also be displayed at the site office.

### 3.6 Health and Safety Organogram

An organogram outlining the health and safety management as per appointments under the OHS Act and the Regulations must be provided by the Principal Contractor and be kept in the health and safety file. The Contractor must maintain the health and safety management organogram up-to-date.

### 3.7 Preliminary Hazard Identification and Risk Assessment

The Principal Contractor must allow for and cause a Site-Specific Hazard Identification and Risk Assessment exercise to be performed by a Competent Person before commencement of construction work based on the projects Baseline Hazard Identification and Risk Assessment. The risks assessed must form part of the Construction Phase Health and Safety Plan to be submitted by the contractor for approval by the Health and Safety Agent. The Risk Assessment must include:

- a) A list of hazards identified for the works;
- b) Health and safety effects from exposure to hazards;
- c) Risk rating and its methodology / matrix;
- d) Control / mitigation measures to identified hazards;
- e) Safe working procedures for the high risk tasks intended to eliminate, reduce and/or control the risks assessed;

The Principal Contractor must ensure that all Sub-Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall allow for and be responsible for ensuring that all persons who could be negatively affected by construction operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (for example "tool box talk" strategy to be implemented).

Should the Health and Safety Agent or other Clients Representative identify alternative hazardous activities performed by the Principal Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed, then the Principal Contractor will be required to perform such an exercise before continuing such work.

The risk assessment must be reviewed where changes are effected to the design and or construction that result in a change to the risk profile and when an incident has occurred.

### 3.8 Medical Fitness

The Principal Contractor and all Sub-Contractors must ensure that every employee on site has a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3 of Construction Regulations 2014.

### 3.9 Health and Safety Training

#### 3.9.1 Induction

The Principal Contractor shall allow for and ensure that all site personnel undergo a site-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. Induction training shall also include training on the risks associated with the works to be executed, safe work procedures and emergency procedures.

All visitors to the site must also be subjected to site-specific induction training highlighting items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site health and safety rules.

#### 3.9.2 Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create a health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks (Weekly)
- Posters
- Notices and Sign

The following notices and signs are, where applicable, compulsory on the construction site as well as the Contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2(5); 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) <i>(10(e) only applicable to Contractor's yards)</i>
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 <i>(Schedule D)</i>
Explosive powered tools	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(b)
Traffic control signs	Department of Transport; Traffic Signs Manual, 2010, Chapter 8

#### 3.9.3 Competency

The Principal Contractor shall ensure that his and other Contractors' employees appointed are competent and that all training required doing the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation changes.

Records of all training must be kept on the health and safety file for auditing purposes.

#### 3.9.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

**YOU MAY NOT:**

- \* Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- \* Indulge in practical jokes, horseplay, fighting or gambling.
- \* Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- \* Bring onto site or have in your possession a firearm, lethal weapon.
- \* Assault, intimidate or abuse any other person.
- \* Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- \* Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- \* Enter any area where you have no business unless authorised to do so by the person in charge.
- \* Negligently, carelessly or wilfully cause damage to property of others.
- \* Refuse to give evidence or deliberately make false statements during investigations.

**3.10 General Record Keeping**

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

**3.11 Construction Vehicles and Mobile Plant**

Construction vehicles and mobile plant must be:

- ❖ Of acceptable design and construction
- ❖ Maintained in good working order
- ❖ Used in accordance with their design and intention for which they were designed
- ❖ Operated and/or driven by trained, competent and authorised operators/drivers
- ❖ Must be driven at the site at a speed limit on site shall be 40 Km/h in normal circumstances and 20Km/h through deviations unless otherwise specified.
- ❖ No unauthorised persons to be allowed to drive construction vehicles and mobile plant
- ❖ Provided with safe and suitable means of access
- ❖ Fitted with amber lights and must be clearly labelled "Construction Vehicle" in a conspicuous position and reflective colour
- ❖ Fitted with adequate signalling devices to make movement safe including reversing
- ❖ Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into in
- ❖ Provided with roll-over protection
- ❖ Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- ❖ Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- ❖ Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant
- ❖ No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported
- ❖ No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose
- ❖ The construction site must be organized to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated
- ❖ Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant
- ❖ In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the

- wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely
- ❖ Employees near construction vehicles / operators to wear reflective safety vests
- ❖ All construction vehicles and mobile plant daily inspection records must be kept in the health and safety file.

### 3.12 Health & Safety Audits, Monitoring and Reporting

The Client's Health and Safety Agent shall at least once a month during the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a full audit of physical site activities and well as an audit on the administration of health and safety. Copies of the audit reports will be forwarded to the Principal Consultant and the Project Manager and other site stake holders within seven days. It must be kept in the site health and safety file. The Health and Safety Agent may at any time visit the site for an Audit without prior notification to the contractor.

The Principal Contractor must allow for and conduct similar audits on all Sub-Contractors appointed by the Principal Contractor and forward copies of all reports to the Health and Safety Agent within seven working days of completion of the audits and file copies on the site health and safety file.

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**TENDER NO: 8/2/RNM 0441**

**C3.6.3 Construction Environmental Management Plan**

**PES1 General**

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

**PES2 Working Area**

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

**PES3 Site Camps**

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

#### **PES4 Sanitation**

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

#### **PES5 Refuse**

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

#### **PES6 Dust**

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

#### **PES7 NOISE**

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

#### **PES8 Social Disruption**

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

#### **PES9 Informal Settlements**

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

### **PES10 Traffic**

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

### **PES11 Overhead Power Lines**

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

### **PES12 Removal of Protected Plants from Site**

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

### **PES13 Fire Prevention and Control**

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.



No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) i.e., fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

**PES14 Environmental Training**

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

**PES15 Work Stoppage**

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example, mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

**PES16 Environmental Monitoring**

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and RAY NKONYENI Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

**PES17 Measurement and Payment**

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 111 of 2023

TENDER NO: 8/2/RNM 0441

**C3.6.4 Drawings**

**1. Bound into this Document**

<u>Drawing Number</u>	<u>Description</u>
RAY 2022 001 – PLN – 001 – T – 00	General Layout Plan
RAY 2022 001 – RDS – 002 – T – 00	Setting Out Layout Plan
RAY 2022 001 – STR – 003 – T – 00	Combo Court Details
RAY 2022 001 – STR – 004 – T – 00	Standard Details
RAY 2022 001 – STR – 005 – T – 00	5A Side Soccer Field Details
RAY 2022 001 – STR – 006 – T – 00	Conservancy Tank Details
RAY 2022 001 – STR – 007 – T – 00	Seating Stand Details
RAY 2022 001 – STR – 008 – T – 00	5kl Elevated Tank
RAY 2022 001 – STR – 009 – T – 00	Service Center
RAY 2022 001 – STR – 010 – T – 00	Guardhouse
RAY 2022 001 – STR – 011 – T – 00	Ablution Block
RAY 2022 001 – STR – 012 – T – 00	Schedule
RAY 2022 001 – STR – 013 – T – 00	Building Electrical Layout
RAY 2022 001 – STR – 014 – T – 00	Subsoil Layout
RAY 2022 001 – STR – 015 – T – 00	Clear Vu Fence and Gate Details

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Engineer, or copies may be purchased by arrangement with the Engineer. No claims for misunderstanding reduced drawings will be considered.

## **Part C4: Site Information**

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RAY NKONYENI MUNICIPALITY

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## **C4.1. Geotechnical Investigation**

The Geotechnical Report has been undertaken. Bidders who require a copy of the Report are required to liaise with the Engineer for access to the geotechnical report.

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