

NEWCASTLE MUNICIPALITY



**RE- ADVERTISEMENT: DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING
HOUSES IN MADADENI
BID No.: A29- 2018/19
CIDB 4GB OR HIGHER
CLOSING DATE: 26 AUGUST 2022**

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

BBBEE Level _____

Tender Sum _____

CIDB (CRS) No. _____

CSD Reg No. _____

PREPARED FOR:

NEWCASTLE MUNICIPALITY
Municipal Civic Centre Offices - Housing Department
37 Murchison Street, Tower Block Building
1st Floor
NEWCASTLE
2940

Tel: (034) 328 7693 - Themba Nkomzwayo

Tel 034 328 7851 – Sandile Mkhize

Email: themba.nkomzwayo@newcastle.gov.za
Email: Sandile.mkhize@newcastle.gov.za

PREPARED BY:

YINTWENHLE CONSULTING ENGINEERS
P.O BOX 405
HILLCREST
3650



Tel: 076 140 8433

Email: lundsiconsulting@gmail.com

THIS BID CLOSING AT 12:00(PM) ON THE 26 AUGUST 2022. NO LATE SUBMISSION WILL BE CONSIDERED!

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NEWCASTLE MUNICIPALITY

RE-ADVERTISEMENT: DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI

BID No.: A29-2018/19

SUMMARY FOR TENDER OPENING PURPOSES

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

Name of Contractor submitting the tender:

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

Alternative Tender offered?(Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 6 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name (Print):

.....

Telephone No: Fax No:

E-mail address:

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

SIGNATURE:

(of person authorised to sign the tender)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE Municipality					
BID NUMBER:	A029- 2018/19	CLOSING DATE:	26 August 2022	CLOSING TIME:	12h00
DESCRIPTION	RE- ADVERTISEMENT: DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN OSIZWENI				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
FIRST (1ST) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPALITY CIVIL CENTRE OFFICES (RATES HALL) 37 MURCHSON STREET 2940					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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:		
CONTACT PERSON	Sabelo Vilakazi		CONTACT PERSON	Themba Nkomzwayo	
TELEPHONE NUMBER	034 328 7818		TELEPHONE NUMBER	034 328 7693	
E-MAIL ADDRESS	Sabelo.Vilakazi@newcastle.gov.za		E-MAIL ADDRESS	Themba.nkomzwayo@newcastle.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
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
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.	

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:

TENDER

NEWCASTLE MUNICIPALITY

BID No.: A029 – 2018/19

BID NOTICE AND INVITATION TO BID

INVITATION OF BID

Newcastle Municipality hereby invites experienced and suitable qualified contractors to tender for the project:

Project Name	Bid No	Grading	Compulsory Briefing Date	Closing Date
u	A029 – 2018/19	4GB or Higher	10 August 2022 at 10h00am The Newcastle Town Hall, Scott Street , Newcastle	26 August 2022 at 12h00

Tender documents will be available as from 00 FEBRUARY 2022 in the Newcastle Municipality at a fee of R300.00.

Banking Details: The Newcastle Municipality, Nedbank – Account No: 116266 0066, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquires: Mr S Vilakazi & Ms D Marais
Technical enquires: - Themba Nkomzwayo

Telephone: 034 328 7818/7769
Telephone: 034 328 7693

A compulsory briefing session to be held at The Town Hall, Scott Street, Newcastle as detailed above and thereafter leaving in a convoy to the site.

Location of Site

The site is in various wards in Madadeni Area within Newcastle Municipality.

General Description

The project comprises the removal of deteriorated existing Asbestos Roofs in various wards, carting away the demolished material; construct new 33 housing roofs, metal stitches on crack walls and underpin foundations of the affected units, provision of electric installation and provision of water and sanitation to the municipal connections.

The following documents must be attached (Bidders that fail to submit these documents will be disqualified)

	MANDATORY REQUIREMENTS	YES/ NO
1	Certified copies of identities document of directors and owners of the company must be submitted with the bid document.	
2	A valid NHBRC registration certificate is compulsory as a minimum requirement.	
3	A valid CIDB grading 4GB or Higher and 4SQ or higher.	
4	Local content is applicable as per MBD 6.2 as well as Annexure C	
5	Valid COIDA Letter of good standing/Workmen's Compensation Registration Certificate	
6	Copy of current municipal account (not older than 3 months) – copy of Lease Agreement (and landlord's municipal rates account)	
7	Copy of company registration certificate(CK)	
8	Failure to comply with these conditions will result in immediate disqualification of the proposals	

If the bidder complies with all the above mandatory requirements, functionality scoring will be looked at after as per points listed below.

This tender will be evaluated on financial offers, notwithstanding that the evaluation will also examine the experience of the tenderer which must be submitted with proof of experience in the form of the "Practical Completion Certificates" or "Final Completion Certificates" of at least 3 previous projects of similar size and nature.

The "Pre-qualification" evaluation criteria will be based on the following functionalities:

Functionality criteria (Sub criteria)	Maximum Points Score
Tenders should attach letters of Appointment and Completions Certificate for Completed projects to qualify for points on experience entailing building maintenance, repairs, refurbishment, alteration and new works or projects in which the above-mentioned projects works a significant part of the project. Recent shall be taken as during the last five years. (Only letters with R1 000 000. 00 and above on similar projects will be considered)	40 Pro rata points for projects of similar nature and size (8 points per projects)
Project Organogram and Experience of Key Staff (bidders to attach CV's & certified copies of qualification) Site Agent NQF Level 6 or higher in Civil Engineering / Project Management with 4 and above years' experience (20) NQF Level 6 or higher in Civil Engineering / Project Management with 1 - 3 years' of experience (10) Foreman 5 or more years' experience in building and maintenance work (10) 2 - 4 years' experience in building and maintenance work (5) 06 months - 1 year' experience in building and maintenance work (3)	30
Preliminary Programme	10
A Detailed Construction Methodology	10
Quality Control	5
Detailed Health & Safety plan	5
Maximum possible score for Functionality	100

Tenderers need to score a minimum of 70% in terms of the "Pre-qualification" before the tender is considered for further evaluation on financial offers.

Tenders are to be completed in colour, fully bond and in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be placed in a sealed envelope and clearly marked "**RE- ADVERTISEMENT: DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI**" must be deposited in the Tender box at ground floor, Newcastle Municipality, Municipal Civic Offices (Rates hall), 37 Murchison Street, Tower Block Building, 1st Floor, Newcastle, 2940 by not than **26 August 2022 at 12h00 (Noon)**, where they will be opened and registered in public.

NB: Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69."

Steel Products and Components for Construction 100%

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South-African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and

Only the South-African Bureau of Standards (SABS) approved technical specification number SATS 12863:2011 must be used to calculate local content.

Tenderer's attention is specially drawn to the provisions of the bid rules which are included in the bid document and as follows

- Newcastle Municipality Supply Chain Management policy will apply;
- Tenders which are late will not be accepted.
- Tenders will be valid for a period of 120 days.
- Tenders must only be submitted on the documentation provided by the Municipality (original document).
- Failure to comply with these conditions will result in immediate disqualification of the proposals.

The Newcastle Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.

.....
MR Z W MCINEKA
ACTING MUNICIPAL MANAGER

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- (i) **Volume 1** : The Joint Building Contractors Committee, Edition 6.2 (JBCC 2018) forms integral part in the Building Agreement and Preliminaries. This document satisfies the Construction Industry Development Board requirements for a standard form of contract and is suitable for use in procurement documents that are prepared in accordance with the provisions of SANS 10403, Formatting and Compilation of Construction Procurement Documents. This publication is available from any of the above-mentioned bodies and tenderers must obtain copies at their own cost.
- (ii) **Volume 2** : Model Preambles for Trades 2017 as amended, published by the Association of South African Quantity Surveyors forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2017, Specifications, Drawings and all other relevant documentation. Publications are available from the above-mentioned body and tenderers must obtain their own copies.
- (iii) **Volume 3** : The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedures
T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Schedules

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 Form of 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 and Management of the Works

C3.2 Construction

C3.3 Health and Safety Specifications

C3.4 Labour Specifications

Part C4: Site information

C4.1 Geotechnical Investigation

- (iv) **Volume 4** : Drawings

T1.2: TENDER DATA

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, May 2010 (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this Tender Data.

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

T1.2.2: SPECIAL CONDITIONS OF TENDER

Tenderers are advised of the following special conditions

- Works is to be carried out in accordance to the Expanded Public Works Programme (EPWP), using Labour Intensive Construction (LIC).
- A detailed Construction Programme is to be submitted. This is compulsory. The Contractor is required to update his/her programme every month.
- The Contractor is required to have a Health and Safety Officer on site at all times for the duration of the contract. This is Compulsory.
- Due to varying site conditions and challenges, the final scope of works will be determined by the Engineer during the implementation of the project – the works must be implemented within the contract duration.

Clause No.**Number Tender Data****F.1 General****F.1.1 Actions**

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

F.1.2 The Tender Documents issued by the employer comprise:**Tendering Procedures**

T1.1 Tender notice and invitation to Tender

T1.2 Tender data

Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part 1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Adjudicator's Contract

Part 2: Pricing data

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

Part 3: Scope of work

C3 Scope of work

Part 4: Site information

C4 Site information

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 for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **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
- c) **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
- d) **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

Name:	YINTWENHLE CONSULTING ENGINEERS		
Address:	P.O BOX 405 HILLCREST 3650		
Tel No.:	(+27) 76 140 8433	Fax No.:	086 619 4985
E-mail:	admin@ycet.co.za		

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 (signing of the Form of Acceptance). 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.2 Tenderer's obligations

F.2.1 Eligibility

Potentially Emerging (PE) enterprises who satisfy criteria stated in the Bid Data may submit bid offers.

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	<p><i>Copy of CIDB Registration certificate.</i></p> <p>Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), 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 4 GB or Higher class of construction work, are eligible to have their tenders evaluated.</p>
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none">1. Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing);2. the lead partner has a contractor grading designation in the 4 GB or Higher class for construction work; and3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a 4 GB class of construction work as stipulated above.4. Joint Venture Agreement must also be submitted with this bid.
<input checked="" type="checkbox"/>	<p>Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed, and signed in black ink (All as per Standard Conditions of Bid).</p>
<input checked="" type="checkbox"/>	<p>Certificate of Attendance at Site visit and/ or Clarification Meeting (see returnable schedule)</p>
<input checked="" type="checkbox"/>	<p>Certified copy of NHBRC Certificate</p>
<input checked="" type="checkbox"/>	<p>The TCC/ tax pin issued by the South African Revenue Services (see returnable schedule)</p>
<input checked="" type="checkbox"/>	<p>VAT Registration Certificate issued by the South African Revenue Services (see returnable schedule)</p>
<input checked="" type="checkbox"/>	<p>The Bidder must be registered on the Newcastle Local Municipality Database.</p>
<input checked="" type="checkbox"/>	<p>Copy of Cancelled Cheque from the Bank.</p>
<input checked="" type="checkbox"/>	<p>Company registration Document and Certified copies of IDs of the directors of the organization.</p>
<input checked="" type="checkbox"/>	<p>Form of intent by bank or Insurance company to provide surety.</p>
<input checked="" type="checkbox"/>	<p>Proof of registration on the Central Supplier Database (CSD)</p>
<input checked="" type="checkbox"/>	<p>Submission of Declaration of Interest.as per Part T2</p>
<input checked="" type="checkbox"/>	<p>Submission of other compulsory returnable schedules or documents as per Part T2</p>

F.2.2 Cost of Tendering

Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy 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 familiarize 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.

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

Not make any alterations or upgrade 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 Submit alternative Tender offers only if a main Tender offer, strictly in accordance with all the requirements of the Tender documents, is also submitted. The alternative Tender offer is to be submitted with the main Tender offer together with a schedule that compares the requirements of the Tender documents with the alternative requirements the Tenderer proposes.

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

F.2.13 Submitting a Tender offer

F.2.13.1 Submit a Tender offer to provide the whole of the works, services or supply identified in the contract data 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 in black 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

Location of Tender box:		Newcastle Municipality, 37 Murchison Street, Newcastle 2940
Physical address:		Newcastle Municipality, 37 Murchison Street, Newcastle 2940
Identification details	Reference Number	A029- 2018/19
	Title of Tender	RE- ADVERTISEMENT: DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI
	Closing Date	00 February 2022
	Time	12h00

F.2.13.6 A two-envelope procedure will not be followed. Single envelope system will be followed.

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

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

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

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

F.2.15 Closing time

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

F.2.15.2 Accept that, if the employer extends the closing time stated in the Tender data for any reason, the requirements of 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. The Tender offer validity period is **90** calendar days.

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

F.2.17 Clarification of Tender offer after submission

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

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 notarized joint venture agreements), referencing 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 clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date that Tender documents are available until seven days before the Tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

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

Tenders will be opened immediately after the closing time for tenders at Newcastle Local Municipality.

Tenders will be considered non-responsive if:

- The tender is not in compliance with the Scope of Work;
- 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 F2.1.1 at the tender closure date.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

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, on 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) 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

F.3.9.1 Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) 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.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

F.3.9.2 Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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. Evaluation of Tender offers

F.3.11.1 General

The procurement of the most compliant contractor shall be undertaken as outlined in the Newcastle Municipalities Procurement Policy attached to this document. The procedure for the evaluation of responsive Tender is as per Method 2

F.3.11.3 Method 2: Functionality, Price and Preference

Bids will be evaluated in two stages in accordance with the standard bid evaluation **Method 2: Functionality, Price and Preference** as follows:

STAGE 1: FUNCTIONALITY

In order for a bidder to be considered must comply with the eligibility criteria and a bidder must score more than **70 points** for functionality in Table 1 below to be considered for further evaluation.

STAGE 2: FINANCIAL OFFER

All the bids that meet the Stage 1 criteria for responsiveness will be evaluated further in terms of price.

EVALUATION POINTS FOR CONSTRUCTION OF OSIZWENI HOUSING

F.3.11.9 The value of W_2 is 100. The Functionality criteria (and sub-criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality criteria (Subcriteria)	Maximum Points Score
Tenderer's Experience	40
Project Organogram and Experience of Key Staff	30
Preliminary Programme	10
A detailed Construction Methodology	10
Quality Control	5
Health & Safety	5
Maximum possible score for Functionality (M_s)	100

The minimum number of evaluation points for Quality is **70**. Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) will be eligible to have their tenders further valuated.

Quality shall be scored by not less than three evaluators and scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

No Response / response cannot be evaluated	Poor	Less than Acceptable	Acceptable	Above Acceptable	Excellent
0%	20%	40%	60%	80%	100%

Quality shall be scored in accordance with the following schedules which are found in Part T2.1 & T2.2: Returnable Schedules, Forms and Certificates: which are found in Part T2.1 & T2.2: Returnable Schedules, Forms and Certificates:

Functionality shall be scored in accordance with the schedules which are found in Part T2.1 & T2.2: Returnable

Schedules. The prompts for judgement and the required returnable schedules for each of the evaluation criteria are listed below:

Criteria	Prompts for Judgement Only ACCEPTABLE prompt is listed below	Returnable Schedules
Tenderer's Experience	<p>To have successfully completed (i.e. on time and to specification) projects of a similar value and being similar or more complex in relation to the Scope of Works, over the past 5 years.</p> <ul style="list-style-type: none"> ❖ Successfully completed 5 projects or more (ie. on time and to specification) projects of a similar value and being similar or more complex in relation to the Scope of Works, over the past 5 years. (Appointment and Completion letters). ❖ Successfully completed 4 projects (ie. on time and to specification) projects of a similar value and being similar or more complex in relation to the Scope of Works, over the past 5 years. (Appointment and Completion letters). ❖ Successfully completed 3 projects (ie. on time and to specification) projects of a similar value and being similar or more complex in relation to the Scope of Works, over the past 5 years. (Appointment and Completion letters). ❖ Successfully completed 2 projects (ie. on time and to specification) projects of a similar value and being similar or more complex in relation to the Scope of Works, over the past 5 years. (Appointment and Completion letters). ❖ Successfully completed 0-1 projects (ie. on time and to specification) projects of a similar value and being similar or more complex in relation to the Scope of Works, over the past 5 years. (Appointment and Completion letters) 	<ul style="list-style-type: none"> • Experience of Tenderer and Current Projects <p>100%(40ptns)</p> <p>80%(32ptns)</p> <p>60%(24ptns)</p> <p>40%(16ptns)</p> <p>0%(0ptns)</p>

Criteria	Prompts for Judgement Only ACCEPTABLE prompt is listed below	Returnable Schedules
Project Organogram and Experience of Key Staff		<ul style="list-style-type: none"> • Proposed Organisation and Staffing • Key Personnel • Experience of Key Personnel
	<ul style="list-style-type: none"> ❖ Site Agent: National Diploma in Construction Environment with 5 years of experience or NQF 4 & Foreman – with 5 years of relevant experience for projects more than R5million in value. 	100%(30ptns)
	<ul style="list-style-type: none"> ❖ Site Agent: National Diploma in Construction Environment with 4 years of experience or NQF 4 & Foreman – with 4 years of relevant experience for projects more than R4million in value. 	80%(24ptns)
	<ul style="list-style-type: none"> ❖ Site Agent: National Diploma in Construction Environment with 3 years of experience or NQF 4 & Foreman – with 3 years of relevant experience for projects more than R3million in value. 	60%(18ptns)
	<ul style="list-style-type: none"> ❖ Site Agent: National Diploma in Construction Environment with 2 years of experience or NQF 4 & Foreman – with 2years of relevant experience for projects more than R2million in value. 	40%(12ptns)
	<ul style="list-style-type: none"> ❖ Site Agent: National Diploma in Construction Environment with 1 year of experience or NQF 4 & Foreman – with 1 year of relevant experience for projects more than R1million in value. 	20%(6ptns)
<ul style="list-style-type: none"> ❖ Site Agent: National Diploma in Construction Environment with 0 year of experience or NQF 4 & Foreman – with 0 year of relevant experience for projects more than R0.5million in value or No submission. 	0%(0ptns)	

Criteria	Prompts for Judgement Only ACCEPTABLE prompt is listed below	Returnable Schedules
Preliminary Programme	<p>Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice.</p> <ul style="list-style-type: none"> ❖ Preliminary Programme with Critical Path & Cashflow Projections and Sequence of events ❖ Preliminary Programme in sequence of events with Critical Path & No Cashflow Projections. ❖ Preliminary Programme with No of any 2 following Critical Path & Cashflow Projections & Sequence of events ❖ No Submission 	<ul style="list-style-type: none"> • Preliminary Programme <p style="text-align: right;">100%(10ptns)</p> <p style="text-align: right;">80%(8ptns)</p> <p style="text-align: right;">60%(6ptns)</p> <p style="text-align: right;">0%(0ptns)</p>
Construction Methodology	<p>Brief overview of the methodology must covers some of the following:</p> <ol style="list-style-type: none"> 1. Detailed Methodology of activities appearing in the programme, 2. Clear work breakdown structure (WBS) 3. talked recruitment of staff, 4. List of resources 5. Subcontracting CPG implementation plan <ul style="list-style-type: none"> ❖ Construction Methodology with 5 or more listed items above ❖ Construction Methodology with at least 4 listed items above ❖ Construction Methodology with at least 3 listed items above ❖ Construction Methodology with at least 2 listed items above ❖ Construction Methodology with at least 1 listed items above ❖ No Submission 	<ul style="list-style-type: none"> • Construction Approach, Methodology, and Quality Control • Schedule of Proposed Subcontractors • Plant and Equipment <p style="text-align: right;">100%(10ptns)</p> <p style="text-align: right;">80%(8ptns)</p> <p style="text-align: right;">60%(6ptns)</p> <p style="text-align: right;">40%(4ptns)</p> <p style="text-align: right;">20%(2ptns)</p> <p style="text-align: right;">0%(0ptns)</p>

Criteria	Prompts for Judgement Only ACCEPTABLE prompt is listed below	Returnable Schedules
Quality Control	<p>Statement covers required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.</p> <p>Quality Control plan must covers following:</p> <ol style="list-style-type: none"> 1. Site Setting out and general layout 2. Soil and concrete testing and sampling, 3. Materials compliances to SANS & NHBRC standards 4. Mini plan for assembling and dismantling of formworks, scaffolding, shuttering, 5. Process monitoring and finishing works, for all programmed activities 6. quality control checklist and request for inspections by the Engineers <p>❖ Quality Control plan with 5 or more listed above</p> <p>❖ Quality Control plan with at least 4 listed items above</p> <p>❖ Quality Control plan with at least 3 listed items above</p> <p>❖ Quality Control plan with at least 2 listed items above</p> <p>❖ Quality Control plan with at least 1 listed items above</p> <p>❖ No Submission</p>	<p>• Quality Control Statement</p> <p>100%(5ptns)</p> <p>80%(4ptns)</p> <p>60%(3ptns)</p> <p>40%(2ptns)</p> <p>20%(1ptns)</p> <p>0%(0ptns)</p>

Criteria	Prompts for Judgement Only ACCEPTABLE prompt is listed below	Returnable Schedules
Health & Safety	Statement provides a brief description for at least the following: (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30; (ii) Pro-active identification of potential hazards and unsafe working conditions; (iii) Provision of a safe working environment and equipment; (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 7); (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided	<ul style="list-style-type: none"> • Contractor's Health and Safety Plan • Contractor's Health and Safety Declaration
	❖ Health and Safety plan covers items (i) to (v) above and more and comply with latest legislations or Acts.	100%(5ptns)
	❖ Health and Safety plan covers items 4 or more of above mentioned items and comply with latest legislations or Acts	80%(4ptns)
	❖ Health and Safety plan covers items 3 or more of above mentioned items and comply with latest legislations or Acts	60%(3ptns)
	❖ Generic Health and Safety Plan covers 2or more of above items and covers basic latest legislation or Acts	40%(2ptns)
	❖ No Submission	0%(0ptns)

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

F.3.13.1 Tender Offer will only be accepted on condition that:

- (a) The tender offer is signed by the person authorised to sign on behalf of the Tenderer.
- (b) A Tax Clearance Certificate/ Tax Pin
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulation 2014 as well as the Tenderer's health and safety plan, is included with his tender submission,

- (d) A Tenderer who submitted a tender as a joint Venture has included an acceptable Joint Venture Agreement with his/her tender,
- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection,
- (f) The Contractor who submits the tender has been registered with the Construction Industry Board in accordance with the Construction Development Board Act No. 38 of 2000 and the Regulation 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he/she will be able to register within ten (10) days of the closing date for submission of the tenders,
- (g) Company cc/Trust/Partnership registration certificate
- (h) VAT Registration Certificate
- (i) Workmen's Compensation Registration Certificate/Letter of Good Standing
- (j) Experience of Tenderer
- (k) Preferential Procurement and Declaration of Interest
- (l) Registration on the Newcastle Municipality Database. Contractor should submit proof not older 12 months. Contractor to also attach proof of registration with the Central Supplier database (CSD)
- (m) Copy of Municipality Billing account. Contractor should submit proof must not be older than 3months.
- (n) Proof of registration on Central Supplier Database

F.3.14. Prepare contract documents

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

- a) Addenda issued during the Tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful Tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 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

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

F.3.17 Provide copies of the contracts

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

T2: Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

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

The list of returnable documents comprise the following: tick ✓

T2.1 a List of compulsory returnable documents

- Certificate of Attendance at Site Meeting.....
- Tax Clearance Certificate/ Tax pin/ CSD number
- Compulsory Enterprise Questionnaire
- Record Of Addenda To Tender Documents
- Certificate Of Authority.....
- Resolution of Board of Directors to Enter into Consortia or JV
- Past Experience
- Contractor’s Health and Safety Declaration
- Declaration of Local Content
- Details of Registration With CIDB
- Form of intent To Provide A Performance Guarantee.....
- Valid copy of detailed municipal rates statement.....
- Declaration of Interest (MBD 4)
- Local Content in terms of PPR 2017 (MBD 6.2).....
- Declaration of Bidder’s Past Supply Chain Management Practices (MBD 8)
- Certificate of Independent Bid Determination (MBD 9).....

NOTE: (The Tenderer is required to complete each and every schedule listed above on item T.2.1.A and that failure to comply with the request will deem the tender disqualified.)

T2.1 b List of returnable documents for evaluation purposes

- Schedule of Plant and Equipment
- Experience of tenderer
- Present commitments
- Curriculum Vitae of key Personnel.....
- Tenderer’s Financial Standing
- Tenderer’s NQF2/NQF4/NQF5 Registration.....
- Preferential Procurement/B-BBEE Certificate.....
- NHBRC Certificate.....
- Construction Method Statement
- Proposed Subcontractors
- Key Personnel

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

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- C RECORD OF ADDENDA TO TENDER DOCUMENTS
- D CERTIFICATE OF AUTHORITY
- E SCHEDULE OF PLANT AND EQUIPMENT
- F SCHEDULE OF EXPERIENCE OF TENDERER
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- G PRESENT COMMITMENTS OF TENDERER
- H SCHEDULE OF PROPOSED SUB-CONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M DAY WORKS SCHEDULE
- N CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- O CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- O.1 CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH NHBC
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- P TCC/ PIN/ CSD
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- Q WORKMANS COMPENSATION
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer
- R TENDERER'S FINANCIAL STANDING
- S FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- T CERTIFICATE OF AUTHORITY FOR JOINT VENTURE
NB: Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer

U DECLARATION OF INTEREST

V COPY OF MUNICIPALITY BILLING ACCOUNT

NB: The tender is required to attach copy of municipal account not older than 3 months. Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer

W FORM OF ACCEPTANCE & DECLARATION

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

X REGISTRATION ON CENTRAL SUPPLIER DATABASE

NB: The tender is required to attach proof of registration Central Supplier Database. Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer

Y AFFIDAVIT CONFIRMING MEMBERS / SHAREHOLDERS ARE NOT EMPLOYED BY STATE

NB: The tender is required to attach affidavit confirming member/ shareholder are not employed by state. Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)

.....

of (*address*)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at The Town Hall, Scott Street , Newcastle for Bid No.: A029 -2018/19 on the, 00 FEBRUARY 2022 starting at 10h00.

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

Particulars of person(s) attending the meeting:

Name:

Signature:

Capacity:

Name:

Signature:

Capacity:

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

Name:

Signature:

Capacity:

Date and Time:

B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

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

Name*	Identity number*	Personal income tax number*

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

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

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

* Insert separate page if necessary.

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

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

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

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

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

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

* Insert separate page if necessary.

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

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

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise name: _____

C: RECORD OF ADDENDUM TO TENDER DOCUMENTS

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

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

SIGNATURE: DATE

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

D: CERTIFICATE OF AUTHORITY

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

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

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the
Board (copy attached) taken on 20.....,
Mr./Ms, acting in the capacity of
....., was authorized to sign all documents in connection with this
tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
..... hereby authorize
Mr./Ms, acting in the capacity of
....., to sign all documents in connection with the tender for
Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) **CERTIFICATE FOR PARTNERSHIP**

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

.....

Hereby authorize Mr. /Ms.....

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

(IV) **CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms

....., authorized signatory of the company,

.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract Noand any contract resulting from it on our behalf.

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

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

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

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

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

.....

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

E: PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

SIGNATURE: DATE

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

F: EXPERIENCE OF TENDERER

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

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

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

SIGNATURE: DATE

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

G: PRESENT COMMITMENTS

Employer and Contract Description	Contract Amount	Commencement Date	Duration (Months)	Estimated Completion Date	Consulting Engineer

Date

Signature of Tenderer

H: PROPOSED SUBCONTRACTORS

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

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

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

SIGNATURE: DATE

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

I: KEY PERSONNEL

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

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

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

SIGNATURE: DATE

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

J: CURRICULUM VITAE OF KEY PERSONNEL

SITE AGENT	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

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

Date:.....

Signature:.....

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

Date:

Signature of Tenderer:

CURRICULUM VITAE OF KEY PERSONNEL

FOREMAN	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

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

Date:

Signature:

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

Date:

Signature of Tenderer:

K: PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS / MONTHS											

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: DATE

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

L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: DATE

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

M: DAYWORKS SCHEDULE

(To be completed by the Bidder)

This day work 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 Schedule of Quantities.

The rates entered for labour and materials shall be inclusive 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". The rate used in the deduction of the value of the day work is thus the basic rate plus the percentage "on-costs".

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 operator's costs, consumable stores, maintenance, etc.

The Bidder must fill in each item listed below or his Bid may be rejected as being incomplete.

A LABOUR

- 1 Unskilled..... per hour plus % "On-Cost"
- 2 Semi-skilled..... per hour plus % "On-Cost."
- 3 Skilled..... per hour plus % "On-Cost"

B PLANT DESCRIPTION

RATE PER HOUR
WORKING STANDING

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

NOTE:

The rates for compressors shall include for hoses and pneumatic tools.

C MATERIAL

The Bidder shall state here the percentage "On-Cost" he will add to the basic price of materials:

.....%

SIGNATURE OF BIDDER

DATE

N: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.

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

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

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

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

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

(* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

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

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE

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

O: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB or proof of application or the registration number. Failure to submit the certificate or proof of application with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].

O.1: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH NHBRC

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with NHBRC or proof of application or the registration number. Failure to submit the certificate or proof of application with the tender document will lead to the conclusion that the Tenderer is not registered with the NHBRC and therefore not eligible to tender].

P: TCC/ TAX PIN/ CSD

IMPORTANT NOTES:

The tenderer shall attach to this page a current tcc/ tax pin/ csd which is valid for the duration of the Tender offer validity period and which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture, each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS the tenderer shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company)
Herewith grant consent that SARS may disclose to the Newcastle Local Municipality our tax compliance status. For
this purpose our unique security personal identification number (PIN) is

Failure to submit the above-mentioned information will invalidate the tender.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate & Pin obtained from SARS to be inserted here]

Q: WORKMAN'S COMPENSATION

(To be completed by the Bidder)

Please attach Original (or certified copy) of the workman's Compensation Letter of good standing to this page.

When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted.

Failure to do so will lead to your Tender being disqualified

R: TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank:Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*).....

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

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

SIGNATURE: DATE

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

S: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

T: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

(This Returnable Schedule is to be completed by joint ventures.)

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorise

Mr/Ms..... Authorised signatory of the
Company.....,

Acting in the capacity of lead partner, to sign all documents in connection with the Tender offer

And any contract resulting from it on behalf of,

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

U: DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state¹.

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 favoritism, 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 authorized 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, hareholder²):

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

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

3.8.1. If yes, furnish particulars.
.....

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

- a. 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;
 - i. an official of any municipality or municipal entity;
 - ii. 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);
 - iii. a member of the accounting authority of any national or provincial public entity; or
 - iv. an employee of Parliament or a provincial legislature.

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

- 3.9 Have you been in the service of the state for the past twelve months? YES / NO
- 3.9.1. If yes, furnish particulars.....
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.10.1. If yes, furnish particulars.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.11.1. If yes, furnish particulars.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1. If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers principle shareholders or stakeholders in service of the state? YES / NO
- 3.13.1. If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle, shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO
- 3.14.1 If yes, furnish particulars:
.....

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Components for Construction	100%

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Tender No.				Note: VAT to be excluded from all calculations
Tender Description:	Annex C			
Designated product(s)				
Tender Authority:				
Tendering Entity name:				
Tender Exchange Rate:	Pula <input type="text"/>	EU <input type="text"/>	GBP <input type="text"/>	
Specified local content %				

Calculation of local content

Tender item no's	List of items	Tender price - each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Steel Products and Components for Construction						

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per 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.

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.

In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of : _____ that:

(Name of Bidder)

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

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

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

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

Prices 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.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

W: PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness:

1.

2.

X: FORM OF ACCEPTANCE & DECLARATION

The Municipal Manager
NEWCASTLE MUNICIPALITY
PRIVATE BAG X6621
NEWCASTLE
2940

I/We

(To be completed)
(Representative or Company name)

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Tender "Part T" and the Contract "Part C", in accordance with the conditions of this Tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this Tender up to the order date.

I/We further undertake, in the event of the acceptance of this Tender, either wholly or in part, to enter into a formal contract, if required, and to provide two good and sufficient sureties for the due fulfilment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the Tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

**NEWCASTLE MUNICIPALITY
PRIVATE BAG X6621
NEWCASTLE
2940**

- c) the law of South Africa will govern the contract created by acceptance of our Tender and we agree to submit to the jurisdiction of the South African Courts;
- d) that if our Tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) The information provided is true and correct;
- 2) The signatory to the Tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the original (or certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

NUMBER	
--------	--

- 4) Documentary proof regarding any Tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) The original valid tax clearance certificate is attached;
- 6) My municipal rates and taxes are paid up to date and the following is attached:
 - a) An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
 - b) In the case where the Tenderer does not own property/is a tenant for the purpose of its business establishment, the Tenderer to provide an original/certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
 - c) In the case where it is not possible for a Tenderer to obtain the certificate in (2) above from its landlord, the Tenderer is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

ACCEPTANCE

NB:

♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS LISTED IN FORM T2.2.22 AND/OR FAILING TO COMPLETE THE FOLLOWING SECTIONS:**

FORM T2.2.22

FORM T2.2.12

FORM T2.2.13

FORM T2.2.14

WILL INVALIDATE THE TENDER.

FOR AND ON BEHALF OF

NAME OF COMPANY:

ADDRESS:

NAME OF TENDERER

SIGNATURE OF TENDERER

DATE

Y: REGISTRATION ON CENTRAL SUPPLIER DATABASE

Registration on the Central Supplier Database is a prerequisite prior to the submission and closing of the Tender. It is the responsibility of the Tenderer to ensure that the registration is Active and competent with CSD.

The Tenderer shall insert here a copy of proof of registration on CSD thereof to this page

Attach proof to this page

Z: AFFIDAVIT CONFIRMING MEMBERS / SHAREHOLDER ARE NOT EMPLOYED BY STATE

The Tenderer shall insert here a copy of Affidavit confirming member / shareholder are not employed by state

Attach proof to this page

NEWCASTLE MUNICIPALITY

DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI

BID NO. A029- 2018/19

TENDER CHECK LIST

The following items must be checked and completed by Tenderers: -

Page No.	Description	Requirements	Checked
138	SUMMARY FOR TENDER OPENING PURPOSES SCHEDULE OF QUANTITIES	Complete & Sign Complete & Sign	
	APPENDICES		
27	APPENDIX A : Site Meeting attendance	Complete & Sign	
28	APPENDIX B : Compulsory Enterprise Questionnaire (attach VAT registration Form)	Complete & Sign & attach	
33	APPENDIX D : Certificate of Authority (attach copy ID)	Complete & Sign	
50	APPENDIX O : Contractor's Certificate of Registration With CIDB	Attach to page	
51	APPENDIX P : Tax Clearance Certificate	Attach to page	
53	APPENDIX Q : Workman's Compensation	Attach to page	
54	APPENDIX R : Tenderer's Financial Standing	Complete & Sign	
57	APPENDIX U : Declaration of Interest	Complete & Sign	
60	APPENDIX V : Preferential Procurement Schedules	Complete & Sign	
72	APPENDEX W: Copy of Municipality's Billing Account	Complete & Sign	
	<u>ANNEXURES</u>		
66	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE	Complete & Sign	
69	CERTIFICATE OF INDEPENDENT BID DETERMINATION	Complete & Sign	
73	FORM OF OFFER AND ACCEPTANCE	Complete	
	DATA PROVIDED BY THE EMPLOYER	Complete	

**PLEASE NOTE THAT FAILURE TO COMPLETE AND SIGN ANY OF THE ABOVE DOCUMENTS
MAY RESULT IN DISQUALIFICATION OF THE TENDER.**

C1: AGREEMENT AND CONTRACT DATA

C1.1. Form of Offer and Acceptance

**(Agreement)
Offer
(To be completed by Tenderer)**

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

.....

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 Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

.....Rand
(in words);

R.....(in figures),

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

Signature(s)

Name(s)

Capacity

For the

Tenderer

(Name and address of organisation)

Name & signature of witness

.....

Date

Acceptance

(To be completed by the Employer)

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 1 Agreement and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to our 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 after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s)
Name(s)
Capacity
For the
Employer
(Name and address of organisation)

Name & signature of witness

.....

Date

Schedule of Deviations

(to be completed by the Tenderer)

Notes:

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

1 Subject.....
Details

2 Subject.....
Details

3 Subject.....
Details

4 Subject.....
Details

5 Subject.....
Details

6. Subject.....
Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity
.....

(Name and address of organisation)

Name & signature of witness
.....

Date

For the Employer:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organisation)

Name & signature of witness

.....

Date

PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- C1.1.1 PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2014**
- C1.1.2 PERFORMANCE GUAARANTEE**

**C1.1.1 PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

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

- 11. Estimated maximum number of persons on the construction site:
- 12. Planned number of subcontractors on the construction site accountable to Contractor:
- 13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT:..... DATE:

(To be completed by the Successful Tenderer)

C1.1.2 PERFORMANCE GUARANTEE

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

.....

Contract No:

(Contract title)

WHEREAS

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

a Contract with

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

..... at

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

AND WHEREAS (hereinafter referred to as the Guarantor)

Has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

Do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

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

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

4. My/Our total liability in terms hereof shall be limited to the sum of R
(In words)
(10 % of the tender sum) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicile citandi et executandi for all purposes arising hereof at.....
.....

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

IN WITNESS WHEREOF this guarantee has been executed by us at on this
..... Day of20.....

Signature:

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

Address

As witnesses:

1.

2.

C1.2: CONTRACT DATA

C1.2: CONTRACT DATA PROVIDED BY EMPLOYER AND TENDERER CONTRACT DATA

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel: 011-805 5947).

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

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

The variations to the General Conditions of Contract are:

4.3.3 Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

4.3.3.1 Introduction

4.3.3.1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

4.3.3.1.2 In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;
- (b) “*Employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “*worker*” means any person working in an elementary occupation on a SPWP;
- (d) “*elementary* occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “*management*” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “*task*” means a fixed quantity of work;

- (g) “*task-based work*” means work in which a worker is paid a fixed rate for performing a task;
- (h) “*task-rated worker*” means a worker paid on the basis of the number of tasks completed;
- (i) “*time-rated worker*” means a worker paid on the basis of the length of time worked.

4.3.3.2 Terms of Work

- 4.3.3.2.1 Workers on a SPWP are employed on a temporary basis.
- 4.3.3.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 4.3.3.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

4.3.3.3 Normal Hours of Work

- 4.3.3.3.1 An employer may not set tasks or hours of work that require a worker to work–
 - (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 4.3.3.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 4.3.3.3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4.3.3.4 Meal Breaks

- 4.3.3.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.3.3.4.2 An employer and worker may agree on longer meal breaks.
- 4.3.3.4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.3.3.4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

4.3.3.5 Special Conditions for Security Guards

4.3.3.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

4.3.3.5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

4.3.3.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

4.3.3.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

4.3.3.8 Work on Sundays and Public Holidays

4.3.3.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

4.3.3.8.2 Work on Sundays is paid at the ordinary rate of pay.

4.3.3.8.3 A task-rated worker who works on a public holiday must be paid –

(a) the worker's daily task rate, if the worker works for less than four hours;

(b) double the worker's daily task rate, if the worker works for more than four hours.

4.3.3.8.4 A time-rated worker who works on a public holiday must be paid –

(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

4.3.3.9 Sick Leave

4.3.3.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

4.3.3.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

4.3.3.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

4.3.3.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

- 4.3.3.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 4.3.3.9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 4.3.3.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 4.3.3.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) Absent from work for more than two consecutive days; or
 - (b) Absent from work on more than two occasions in any eight-week period.
- 4.3.3.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 4.3.3.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
- 4.3.3.10 Maternity Leave**
- 4.3.3.10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 4.3.3.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 4.3.3.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 4.3.3.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 4.3.3.10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

4.3.3.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

4.3.3.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

4.3.3.11 Family responsibility leave

4.3.3.11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

4.3.3.12 Statement of Conditions

4.3.3.12.1 An employer must give a worker a statement containing the following details at the start of

employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

4.3.3.12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

4.3.3.12.3 An employer must supply each worker with a copy of these conditions of employment.

4.3.3.13 Keeping Records

- 4.3.3.13.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- 4.3.3.13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

4.3.3.14 Payment

- 4.3.3.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 4.3.3.14.2 A task-rated worker will only be paid for tasks that have been completed.
- 4.3.3.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 4.3.3.14.4 A time-rated worker will be paid at the end of each month.
- 4.3.3.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 4.3.3.14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 4.3.3.14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 4.3.3.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 4.3.3.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

4.3.3.15 Deductions

- 4.3.3.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 4.3.3.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 4.3.3.15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 4.3.3.15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

4.3.3.16 Health and Safety

- 4.3.3.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 4.3.3.16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the SPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

4.3.3.17 Compensation for Injuries and Diseases

- 4.3.3.17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 4.3.3.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 4.3.3.17.3 The employer must report the accident or disease to the Compensation Commissioner.

4.3.3.17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

4.3.3.18 Termination

4.3.3.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

4.3.3.18.2 A worker will not receive severance pay on termination.

4.3.3.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

4.3.3.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

4.3.3.18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

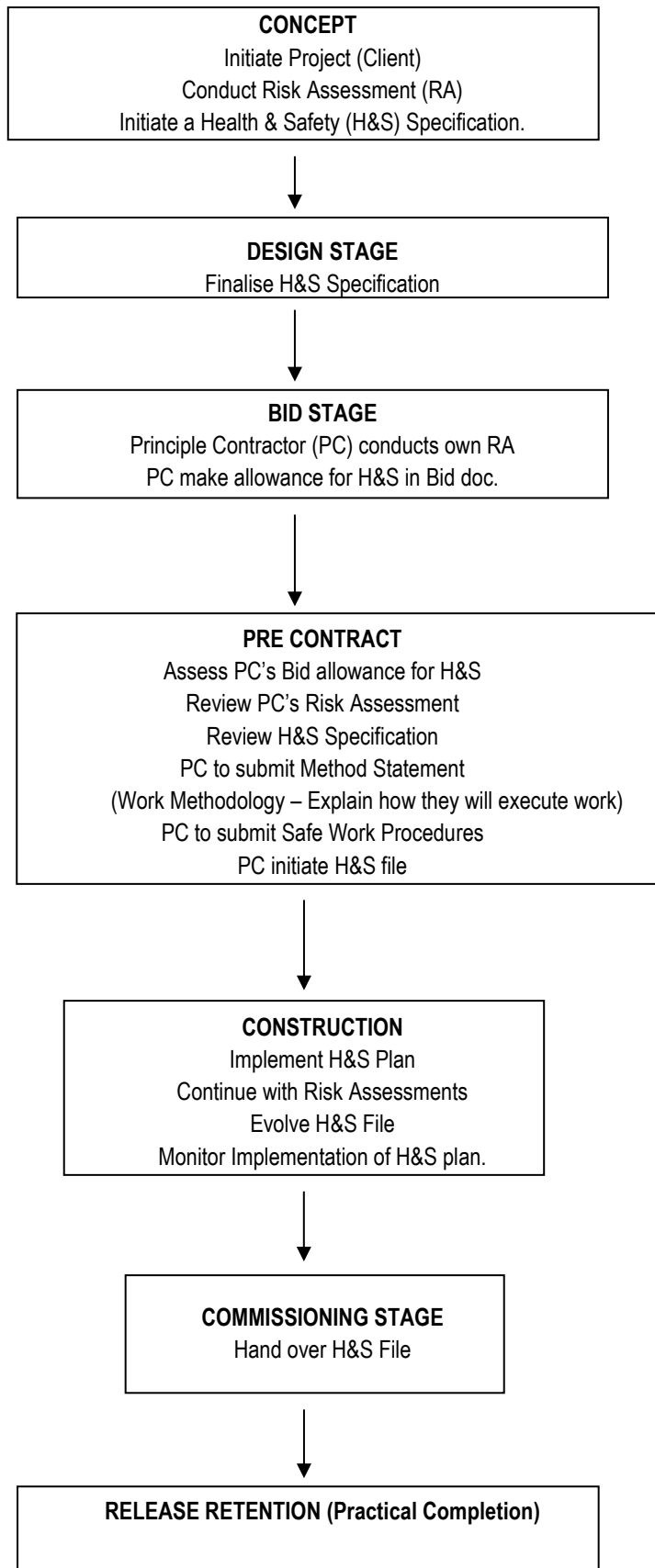
4.3.3.19 Certificate of Service

4.3.3.19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

4.3.4 CONSTRUCTION HEALTH AND SAFETY PROCEDURES & MILESTONES

The following flowchart gives a simplified record of procedures and milestones to be met during construction:



4.3.4.1 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

4.3.4.1.1 THE ACTS

Particular attention is drawn to the following Acts and Regulations:

The Occupational Health and Safety Act No: 85 of 1993 Safety Specification (2014) (26 pages);
Mentioned Particular Specifications / Policies shall apply to this contract and are available on internet / public domain.

Mines and Works Act, (Act no. 27 of 1956 as amended) and Regulations;

(iii) The Explosives Act, (Act no. 27 of 1956 as amended) and Regulations.

The Client on this contract will be: **THE NEWCASTLE MUNICIPALITY**

The Clients Agents will be: **YINTWENHLE CONSULTING ENGINEERS**

5.12.2.2 Abnormal Rainfall

Expand Clause as follows:-

"No extension of the Time of Completion shall be granted for normal rainfall."

Extension of time to be granted for abnormal rainfall shall be calculated as follows:-

- a) The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor **can expect** to lose due to **normal rainfall**. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his operations as specified under
- b) Less the sum of the number of days calculated from the table as being due to normal rainfall.
- c) A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall, shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days."

Table 1: Rainfall

MONTH	Nn	Rn	MONTH	Nn	Rn
JANUARY	12	163	JULY	2	15
FEBRUARY	11	147	AUGUST	3	24
MARCH	10	133	SEPTEMBER	6	45
APRIL	6	59	OCTOBER	11	86
MAY	3	23	NOVEMBER	12	114
JUNE	1	16	DECEMBER	14	149
Yearly Average				30	975

6.10.3 Add the following:

"A Guarantee to the value of the "Limit of Retention money" shall be accepted in lieu of retention money deductions."

6.12 New clause:

”Payment for the labour-intensive component of the works

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

8.6.2 Delete the clause and replace with:

“The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Contractor.

The Deductible (First Amount Payable) for which the Contractor shall be responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows:

-

1) Under the Contract Works Insurance shall be:-

- | | | |
|-----|------------------|-------------|
| i) | Elemental perils | R 25 000.00 |
| ii) | Any other Cause | R 15 000.00 |

2) Under the Public Liability Insurances in respect of loss of or damage to property shall be:-

- | | | |
|-----|----------------------|-------------|
| i) | Underground Services | R 25 000.00 |
| ii) | Any Other Cause | R 15 500.00 |

3) Under any other insurances shall be as specified in such insurance policy.”

ENVIRONMENTAL MANAGEMENT SPECIFICATION

A) DEFINITIONS.

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment means the surroundings within which humans exist and that are made up of -

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of i) and ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Potentially hazardous substance is a substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment.

Method Statement: a written submission by the Contractor to the Engineer in response to the Specification or a request by the Engineer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement, in such detail that the Engineer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

- i. construction procedures,
- ii. materials and equipment to be used,
- iii. getting the equipment to and from site,
- iv. how the equipment/ material will be moved while on site,
- v. how and where material will be stored,
- vi. the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- vii. timing and location of activities,
- viii. compliance/ non-compliance with the Specifications and
- ix. any other information deemed necessary by the Engineer.

reasonable means, unless the context indicates otherwise, reasonable in the opinion of the Engineer after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998).

Solid waste means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contract means the General Conditions of Contract and Special Conditions, Specifications, Drawings, Tender, written records of matters agreed after the submission of the Contractor's tender, Letter of Acceptance and Agreement, together with other documents which the parties have agreed in writing shall form part of the Contract and such amendments or UPGRADE to the Contract as may be agreed in writing between the parties.

Contaminated water means water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

MATERIALS

Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval, which shall not unreasonably be withheld.

Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

Hazardous and non-hazardous materials shall be separated at site and disposed of in a manner approved by the Engineer.

Sludge is regarded as a hazardous substance and shall be disposed of at a hazardous waste disposal site approved by the Engineer. The sludge shall not be dried using existing or other sludge drying beds, but shall transfer directly to the hazardous waste disposal site. The Contractor shall supply the Engineer with a certificate of disposal for all disposed sludge.

The trucks transporting the sludge shall be watertight, and the Contractor shall take all reasonable measures to ensure that no sludge is deposited on any public roads during its transfer to the waste disposal site. In the event of a spillage occurring, the Contractor shall clean it up to the satisfaction of the Engineer and the relevant Local Authorities.

CONSTRUCTION

Method Statements

Any Method Statement required by the Engineer or the Project Specification shall be produced within such reasonable time as the Engineer shall specify or as required by the Project Specification. The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

The Engineer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

Site division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the designated areas as specified by the engineer.

Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

Security

The contractor's camp areas shall be fenced with a minimum 1.8 metre high secure fence for the duration of the construction period.

Security guards shall control access to camp areas and to vehicular access routes to the construction site at all times during the construction phase.

Fences shall be checked regularly for breaches and be repaired as necessary.

Strict stock control systems shall be enforced in storage areas, particularly where chemicals, explosives and other potentially dangerous materials are being stored. Checking of stock quantities shall be undertaken immediately prior to contract progress meetings and findings shall be reported at the meetings.

Transportation of Labour

Labour should be transported to and from the site in vehicles, where possible, arranged by the Contractor to discourage loitering in adjacent areas and possible increase in crime or disturbance. Unsocial activities such as unauthorised consumption or illegal selling of alcohol on the site shall be banned and any persons found to be engaged in such activities shall be removed from site for the duration of the contract and may have criminal action taken against them.

Informal Settlements

No labour other than essential personnel required for stand-by situations and security shall be housed on the site. Measures shall be put in place, in consultation with the local authority, to prevent squatting on the site and in areas immediately adjacent to the site.

Lighting

The placement of light sources within the construction site and camp areas must be carefully planned so as to avoid causing a nuisance to residents.

Eating areas

The Contractor shall designate an eating area for his employees. The Contractor shall provide bins with lids in this area. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present.

Ablution facilities

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment or works, and burial of waste is strictly prohibited.

Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

"No go" areas

If so required by the Project Specification, certain areas shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

Solid waste management

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of off site at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

Emergency procedures

The Contractor's procedures for the following emergencies shall include:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill.

Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the Engineer for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

Noise

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SABS 1200A Sub clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

Construction activities generating output levels of 85 dB (A) or more, in residential areas, shall be confined to the hour's 08h00 to 17h00 Mondays to Fridays.

Blasting, pneumatic rock drills or other noisy activities should take place during normal working hours. The community should be notified prior to any planned activities that will be unusually noisy. These activities could include, but are not limited to, blasting and the use of pneumatic rock drills.

Noise suppression measures must be applied to all construction equipment. Construction equipment must be kept in good working order, and where appropriate fitted with silencers which are to be kept in good working order. Should the vehicles or equipment not be in good working order, the Contractor may be instructed to remove the offending vehicle or machinery from site.

Should complaints regarding noise levels be received, as a result of construction activities on the site, these shall be recorded by the ELO, and if the associated operation is programmed to occur over an extended period of longer than two days, then the offending machinery or vehicle shall be identified and remedial measures implemented.

The Contractor shall take measures to discourage labourers from loitering in the area and causing noise disturbance. Where possible labour shall be transported to and from the site by the Contractor or his Sub Contractors by the Contractors own transport.

Access routes/ haul roads

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr.

Trenching

Trench lengths shall be kept as short as practically possible before backfilling and compacting. All areas disturbed during trenching and pipe laying shall be rehabilitated and revegetated as soon as possible following backfilling and compaction

Safety

Telephone numbers of emergency services, including the local firefighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer.

Within 500m of the Site the Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly for Tendered. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

The Contractor will follow previously mentioned management guidelines Section 3.1.4 regarding the avoidance of soil degradation.

Construction and delivery vehicles shall only use established roads when transporting items to/from site.

The contractor shall be limited to a maximum working corridor of 5 metres wide through areas of crop, grassland and areas of indigenous vegetation.

The Engineer may instruct that any ecologically valuable plant species, found on site and likely to be disturbed by construction operations shall be removed by suitably qualified personnel (horticulturist) to a location within the alignment area to be instructed by the Engineer.

No plants or animals will be allowed to be caught, collected and consumed on site or removed from site by the Contractor or his personnel or sub-contractors. Any individual caught collecting plant or animal species shall be removed from the site for the duration of the contract and criminal proceedings may be pursued. The Main Contractor shall be held responsible for all infringements of this condition and a penalty of R1000.00 shall be charged for each infringement. An infringement shall be deemed to have occurred for each trap found, each person caught hunting, each animal caught and each plant harvested.

Fires and collection of firewood will not be permitted on or adjacent to site.

Invasive Weeds

The Contractor shall be responsible for implementing a programme of weed control in the areas of construction.

The spread of exotic species of plants occurring throughout the area shall be controlled. Those species listed as exotic invader species and especially those that are declared weeds, pose the biggest threat to indigenous vegetation, especially through areas of disturbance, and should be the focus of control measures. These species should be completely eradicated from the specified areas through a program of manual removal or use of registered herbicides by experienced weed control experts. Control of weeds shall be in accordance with the requirements of the Conservation of Agricultural Resources Act, No 43 of 1983, Section 6.

Weed control is to extend for a minimum 12-month period from completion of construction activities.

Only the minimum area required for construction works will be utilised by the Contractor.

Stormwater Management and Water Pollution

Phasing of Vegetation Clearance

Vegetation clearance shall be phased to ensure that the minimum area of soil is exposed to potential erosion at any one time. Erosion protection measures in the form of brush packing shall be undertaken as instructed. In addition and if required, revegetation of disturbed surfaces should occur immediately after construction activities are completed in each area.

Physical Measures for the Prevention of Pollution

The site must be managed in order to prevent pollution of drains, downstream watercourses or groundwater, due to suspended solids, silt or chemical pollutants. The following measures shall be implemented to assist in achieving this objective:

- i. Where necessary grassed or rock pitched diversion ditches or berms are to be used to divert water run off away from exposed soil or construction areas. Silt fences may also be used.
- ii. Separate stormwater collection areas and interceptors at fuel storage areas, batching plants and other potentially polluting activities shall be constructed.
- iii. The use and storage of all materials shall be controlled. Care shall be taken to ensure that fuels and chemicals do not leach into the ground. Adequate spillage containment measures shall be implemented, such as cut off drains, berms etc. Fuel and chemical storage containers shall be set on a concrete plinth. The containment capacity shall be equal to the full amount of material stored. The necessary firefighting equipment shall be maintained on site to deal with any fire incidents.
- iv. Vehicles shall only be refuelled adjacent to storage facilities; there shall be no refuelling at any other point on the site.
- v. Any residue from spillage shall be removed from site by appropriate contractors. Handling, storage and disposal of excess or containers of potentially hazardous materials shall be in accordance with the requirements of the Department of Water Affairs and Forestry (DWAF).

Sanitation and Ablution Facilities

Adequate sanitation and ablation facilities must be provided for construction workers to avoid the use of the open space and water courses as toilets or washing facilities. Toilets and ablation facilities shall be connected to the municipal sewer, as far as possible. Chemical latrines, if used, shall be emptied regularly by a responsible contractor with knowledge of proper sanitation disposal procedures.

In addition, food preparation areas shall be provided with adequate washing facilities and food refuse shall be stored in sealed refuse bins which shall be removed from site at least twice weekly, to prevent the attraction of vermin.

The Contractor shall take steps to ensure that littering by construction workers does not occur and persons shall be employed on the site to collect litter from the site and immediate surroundings.

Skip waste containers shall be maintained on site. These shall be kept covered and arrangements made for them to be collected regularly from site by an appropriate contractor.

Storage of Materials

The Main Contractor will maintain storage of all potentially polluting materials, and shall undertake potentially polluting operations as far away as practically possible from areas of indigenous vegetation, topsoil/subsoil stockpiles and watercourses. The Contractor will ensure that additional supervisory time is spent to monitor such works. Such materials/operations include (but are not limited to):

- i. batching, storing of cement, concrete and mortar;
- ii. petrol, oil and chemical storage and transfer;
- iii. washing, ablution and toilet facilities;
- iv. plant storage

All oils and lubricants which are unopened shall be stored in the workshop store on site. Used oils/lubricants will be put into drums and recycled. The Main Contractor will be responsible for ensuring that these used oils/lubricants are not disposed of by dumping pouring on open ground or down drains or in water courses. The main contractor shall ensure that contractors purchasing these materials understand the liability under which they must operate. The Environmental Liaison Officer will be responsible for reporting the storage/use of any other potentially harmful materials to DWAF.

The Environmental Liaison Officer will be responsible for ensuring that potentially harmful materials are properly stored in a dry, secure environment, with concrete or sealed flooring and a means of preventing unauthorized entry. The Environmental Liaison Officer will further ensure that materials storage facilities are cleaned/maintained on a regular basis, and that leaking containers are disposed of in a manner which allows no spillage onto the bare soil. The management of such storage facilities and means of securing them shall be agreed.

No washing of construction vehicles and plant will be allowed on site other than wheel washing. No detergents or chemicals will be used for wheel washing.

Machinery and plant shall keep as far away from watercourses as possible. No washing of vehicles/ plant in natural watercourses shall be allowed.

Management of Stormwater

Monitor areas of rehabilitated vegetation and effectiveness of brush packing and other erosion protection measures until vegetation has re-covered all areas of exposed soil. Take necessary remedial action in areas where erosion is occurring as part of an ongoing maintenance contract for rehabilitation works.

Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer.

The Main Contractor shall, prior to the commencement of earthworks determine the average depth of topsoil, and agree this with the Environmental Control Officer, and strip the full depth topsoil from areas affected by construction and related activities prior to the commencement of major earthworks. This shall include access routes, working areas and camp areas.

In areas excavated for foundation construction care shall be taken not to mix topsoil and subsoil during excavation.

No soil stripping shall take place on areas within the site that the Contractor does not require for construction works or areas of retained vegetation.

Rehabilitation of Compacted Soils

Soils compacted by construction activity shall be deep ripped to loosen compacted layers and re-graded to evenly running levels. Topsoil shall be re-spread over areas to be rehabilitated.

Use of Fertilisers

All fertilisers used during the construction of the works shall be in accordance with the requirements of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947. Fertilisers shall not be used excessively and slow release fertilisers and organic products shall be used in preference to highly soluble and inorganic fertilisers.

All fertilisers must be approved by the engineer prior to use on site.

Pesticides and Herbicides

The use of herbicides and pesticides and other horticultural chemicals shall be carefully controlled wherever these are used. Manufacturers recommendations regarding application rates, safety precautions etc shall be strictly adhered to. In all cases only herbicides and pesticides of low toxicity and low residual activity shall be used. Only glyphosate based herbicides shall be used within 50 metres of any water course.

All horticultural chemicals shall only be stored in strict accordance with manufacturers recommendations and no chemicals shall be kept on site except in locked stores. No unused chemicals shall be disposed of on site but shall be taken to a licensed chemical dump.

All pesticides and herbicides must be approved by the engineer prior to use on site.

Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

Community relations

If so required by the Project Specification, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

Socio-economic environment

Employment

Unskilled and semi-skilled labour shall largely be recruited from the local communities. Recruitment will take place through formal procurement procedure that includes a positive policy towards the employment of members of previously disadvantaged communities.

Where appropriate, the contractor will undertake training of unskilled and semi-skilled labour.

Where appropriate, labour intensive construction methods should be utilised to maximise the potential number of employment opportunities.

Unsocial Activities on Site

Implementation of security on site by fencing of contractors camp areas and contractors compounds and strictly controlling access through on site security staff.

Controlling vehicular access to all areas of site at all times during the contract period through on site security staff and control gates / booms.

No selling or consuming of alcohol shall be permitted on site and any person found importing alcohol, drugs or illegal substances, shall be removed from the site for the duration of the contract and criminal action may be taken.

Loss of crop plants

A photographic record of the existing crop plants that will be affected by the pipeline alignment should be compiled. Compensation rates with the crop owners should be negotiated and the agreed compensation paid to the owners.

The alignment should be rehabilitated to ensure that the growth of the crop plants will not be compromised in the future.

Cultural environment

Compliance with KwaZulu-Natal Heritage Act

Any possible archaeological / historical finds uncovered during construction must be brought to the attention of and investigated by a qualified archaeologist. Such finds must be reported to the Engineer who shall instruct work in the area of the find to be stopped immediately and shall report the find to the nearest Amafa KwaZulu Natal (Heritage KwaZulu Natal) office and to the Natal Museum to comply with the KwaZulu-Natal Heritage Act of 1997 (Section 27).

The Contractor shall ensure that his workforces are aware of the necessity of reporting any possible historical or archaeological finds to the ELO so that the appropriate action can be taken. The contractor should be aware that failure to comply with this condition could lead to legal action being taken against him.

Temporary site closure

If the Site is closed for a period exceeding one week, the Contractor in consultation with the Engineer shall carry out the checklist procedure required by the Project Specification

PLANT

Fuel (petrol and diesel) and oil

Fuel may be stored on site and the fuel storage area shall be located at the workshop or a fuel storage depot located within the construction camp. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in browsers. The tanks/ browsers shall be situated on a smooth impermeable surface (plastic or concrete) base with an earth bund (plastic must have sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 110% of the total capacity of all the storage tanks/ browsers. The bunded area shall be covered.

Only empty and externally clean tanks may be stored on the bare ground. All empty and externally dirty tanks shall be stored on an area where the ground has been protected. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage tank shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the depot or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill. This material must be approved by the Engineer prior to any refuelling or maintenance activities.

Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water.

The Contractor shall prevent discharge water contaminated with any pollutants, such as cements, concrete, lime, chemicals and fuels, into the works or into any drainage line, stream, river or other wetland. The Contractor shall not discharge the water used in cleaning the equipment into the works.

The Engineer's approval will be required prior to the discharge of contaminated water to a Municipal sewer system.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site.

Concrete batching area

Concrete shall not be mixed directly on the ground. All contaminated water resulting from batching of concrete shall be disposed of via the wastewater management system, and shall not be discharged into the works.

Workshop, equipment maintenance and storage

Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or thick plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles).

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site. When servicing or refuelling equipment, drip trays shall be used to collect the waste oil and other lubricants.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

Dust

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Engineer. Appropriate dust suppression measures, e.g. dampening with water, shall be used when dust generation is unavoidable, particularly during prolonged periods of dry weather in summer.

During high wind conditions, the Contractor shall comply with the Engineer instructions regarding dust-dampening measures. The Engineer may request the temporary cessation of all construction activities were wind speeds are unacceptably high, and until such time as wind speeds return to acceptable levels.

The Contractor will dampen all exposed soil surfaces including; access roads, works areas and camp areas with a water browser or sprinklers, as necessary to minimise dust problems. Mitigation will be especially significant during extended dry periods or due to particular operations such as soil stripping, blasting or excavation at which times damping down shall take place on a continual basis.

The Contractor will commence rehabilitation of exposed soil surfaces as soon as practical after completion of earthworks. This includes the grassing of any cut and fill soil slopes immediately on completion of earthworks.

The regular maintenance of plant and machinery will be undertaken to ensure that gaseous emissions are minimised. The Contractor shall ensure that his Sub Contractors comply with this condition. Any offending machinery or plant may be instructed to be removed from site.

Cooking will only be permitted in designated areas by approved vendors. Only gas operated cookers will be permitted. All food preparation areas shall be operated to hygienic standards and shall be regularly inspected by the Environmental Liaison Officer.

The Contractor must further ensure that any grass or weed vegetation left in a natural state and adjacent to cooking areas shall be cut to prevent fires, especially during the dry months.

Blasting shall be carried out in accordance with legislation using optimal and not excessive quantities of explosives. The manufacturers recommended mitigation measures shall be applied, such as blankets and watering down of surfaces. Blasting shall only occur on calm days. All explosive material, if retained on site, shall be stored in a secure and separately designated area. If any rock removal is found to be necessary within 500 metres of any existing buildings, alternative methods of rock removal shall be considered.

Existing vegetation will assist in screening the site, control dust and help prevent soil erosion.

Areas of indigenous vegetation shall be fenced off during construction as instructed by the engineer.

All existing vegetation on and adjacent to the pipe alignment shall be retained.

Should it become necessary to undertake bush clearance, all areas of clearance and removal of individual trees shall only be undertaken after approval by the engineer, who shall inspect the area of proposed clearance with the ECO. Should the contractor not aTendere by this condition a penalty of R1000.00 shall be imposed on him for each area of shrub / herbaceous vegetation or each individual tree removed without approval. The contractor shall also be responsible for immediate rehabilitation of the area affected to the satisfaction of the engineer and at his own cost.

FINES FOR NON COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS ENVIRONMENTAL MANAGEMENT PLAN.

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Engineer. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Engineer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Engineer on the Contractor and/or his Sub-contractors.

- | | | |
|----|--|---------|
| a. | Any employee's, vehicles, plant, or thing related to the Contractors operations operating within the designated boundaries of a "no-go" area. | R 5 000 |
| b. | Any vehicle driving in excess of designated speed limits. | R 1 000 |
| c. | Employees walking, any vehicle being driven, and items of plant or materials being parked or stored outside the demarcated boundaries of the site. | R 2 000 |
| d. | Persistent and un-repaired oil leaks from machinery. | R 3 000 |
| e. | Persistent failure to monitor and empty drip trays timorously. | R 1 000 |
| f. | Persistent spillage of sludge on public roads due to the Contractors negligence. | R 5 000 |
| g. | The use of inappropriate methods for refuelling. | R 1 000 |
| h. | Litter on site associated with construction activities. | R 1 000 |
| i. | Deliberate lighting of illegal fires on site. | R 5 000 |
| j. | Any employee eating meals on site, outside of the defined eating area. | R 1 000 |
| k. | Employees not making use of the site ablution facilities. | R 1 000 |
| l. | Failure to implement specified noise controls. | R 1 000 |
| m. | Failure to empty waste bins on a regular basis. | R 1 000 |
| n. | Inadequate dust control. | R 3 000 |

- | | | |
|----|--|------------|
| o. | A spillage, pollution, fire or any damage to on site flora or any wetland River resulting from negligence on the part of the Contractor. | R 10 000 |
| p. | The use of inappropriate handling and disposal methods for the sludge and effluent. | R 5 000 |
| q. | An individual littering on the site | R 20 |
| r. | An individual making an illegal fire on site | R 20 - 200 |
| s. | An individual using a funnel for refuelling rather than a pump | R 20 |
| t. | An individual performing an ablution anywhere other than in a toilet | R 20 |
| u. | An individual eating a meal outside of the defined eating area | R 20 |

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R30,000.

The Engineer shall be the judge as to what constitutes a transgression in terms of this clause, subject to the provisions of Clause 60(1) of the General Conditions of Contract. In the event that transgressions continue the Contractors attention is drawn to the provisions of Sub-clause 58(1)(b)(vi) of the General Conditions of Contract under which the Engineer may cancel the Contract.

ENVIRONMENTAL MANAGEMENT COMPLIANCE

ENVIRONMENTAL OFFICERS

The Main Contractor shall appoint an Environmental Liaison Officer (ELO) for the duration of the construction period. The ELO shall be a senior member of the construction team and have overall environmental management responsibilities on the site.

The ELO is to monitor the activities of the Main Contractor and all subcontractors, and is to ensure that mitigation measures contained in this document are adhered to. The ELO is to liaise with the Environmental Control Officer (ECO) on a regular basis so as to inform the ECO of the adherence to and effectiveness of the prescribed management measures. The ECO shall be appointed by the Developer. Any new, or amendments to existing, mitigation measures to address areas of concern notified by the ECO are to be acted on as necessary by the Main Contractor.

The Developer will be responsible for maintaining communication channels with I&APs throughout the Construction Phase. A record of all correspondence with I&APs should be kept by the Developer noting the date, details of the I&AP, details of correspondence, details of any issues discussed and details of any follow-up action taken. All communications with I&APs received by the ECO, ELO or other members of the Development Team shall be referred to the Developer to ensure that these are properly recorded and the appropriate action taken.

During the operational phase, the developer will be responsible for environmental management of the development. The ELO will be responsible for ongoing environmental management, compliance with this report, and community liaison which includes responding to concerns and complaints voiced by any Interested and Affected Party (I&AP).

EMP COMPLIANCE MONITORING AND AUDITS

The Environmental Liaison Officer will conduct regular monitoring of the Construction Phase to ensure compliance with this EMP and keep records of such monitoring. The results of this monitoring will be reported to the Main Contractor, the Developer and the ECO in the form of a compliance monitoring report which must be submitted monthly during the Construction Phase. The ELO shall also keep records of non-compliance and how this was rectified, and this must be reported to Main Contractor, the Developer, the ECO and the Environmental Committee in order that they can follow up if necessary.

Environmental Audits will be undertaken by the ECO and the ELO on a monthly basis during the Construction Phase and annually during the Operation Phase. The results of these audits will be included in EMP Compliance Reports to be submitted to the Department of Agriculture and Environmental Affairs (DAEA). DAEA, through their Inspectorate will also be involved in monitoring procedures as necessary.

EMP COMPLIANCE

The EMP will be considered an extension of the Conditions of Approval as set forth by DAEA. Non-compliance with the EMP will constitute non-compliance with said Conditions.

The EMP will be made binding on all contractors operating on the site and will be included within the Contractual Clauses. According to the DAEA Standard Conditions for EIA Approval, non-compliance with, or any deviation from, the conditions set out in the document constitutes a failure in compliance with the approval. Such failure in compliance will be dealt with in terms of Sections 29, 30, and 31 of the Environment Conservation Act (Act No. 73 of 1989), as well as any other appropriate legal mechanisms.

It should be noted that in terms of the Environment Conservation Act, those responsible for Environmental Damage (in this case the Contractor) must pay the repair costs both to the environment and human health and the preventative measures to reduce or prevent further pollution and / or environmental damage (The polluter pays principle).

TOLERANCES

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a fine subject to the conditions in the Pro Forma: Protection of the Environment and the details set out in the Project Specification.

PRO FORMA

Employer: Newcastle Municipality

Bid No. A029- 2018/19

Contract title: **DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI** within the Newcastle Municipality

PROTECTION OF THE ENVIRONMENT

The Contractor will not be given right of access to the Site until this form has been signed

I/ we ,.....(Contractor) record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognised and accept the need to a Tenderer by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Engineer shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 3.1 The Engineer may impose such fine only -
 - 3.1.1 if he is reasonably satisfied of my/ our failure to comply with the terms of the Contract dealing with protection of the environment
 - 3.1.2 if he is reasonably satisfied that it is necessary to impose such fine in order to achieve future compliance
 - 3.1.3 after he has consulted with a person suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998) as to whether there has been a failure to comply with a terms of the Contract dealing with protection of the environment and as to a reasonable amount of the fine

- 3.2 The Engineer, in determining the amount of such fine, shall take into account *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
- 3.3 The Engineer shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Engineer has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.
- 3.4 At the sole discretion of the Engineer, the Engineer may at any time before one month after the issue of the Certificate of Completion (for the last completed portion of the Works should there be more than one), reverse all or some, in whole or in part, of previously imposed fine and shall include such reversed payment in a subsequent Payment Certificate.
- 3.5 The sum total of all fines retained by the Employer after the processing of any Payment Certificate issued up to one month after the issue of the Certificate of Completion referred to above, shall, within one month be paid by the Employer to a charity mutually agreed upon by the Contractor and the Employer, failing which agreement, as determined by the Engineer following consultation with the two parties.

Signed:

Date:

CONTRACTOR

Witnesses:

.....

General Conditions of Contract for Construction Works, Second Edition, 2015

CONTRACT DATA

**CONTRACT DATA FOR DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI
CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Second Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

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

PART 1: DATA PROVIDED BY THE EMPLOYER

Compulsory Data

Clause 1.1.1.13:

Defects Liability Period : 12 Months from the date of
issue of the Certificate of Completion

Clause 1.1.1.14:

The name of the Employer is : NEWCASTLE MUNICIPALITY

Clause 1.2.1.2

The address of the Employer is : NEWCASTLE UNICIPALITY,
PRIVATE BAG X 6621
NEWCASTLE
2940

Clause 1.1.1.16

The name of the Engineer is YINTWENHLE CONSULTING
ENGINEERS

Clause 1.2.1.2

The address of the Engineer is : P.O BOX 405
HILLCREST
3650

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- i. Health and Safety Plan (Refer to Clause 4.3)
- ii. Initial programme (Refer to Clause 5.6) to include Method statement off major actives
- iii. Security (Refer to Clause 6.2) or Guarantee.
- iv. Insurance (Refer to clause 8.6)

Clause 5.3.2:

The time to submit the documentation required before

Commencement with Works execution : 14 Days

Clause 5.8.1:

The non-working days are : Sundays

The special non-working days are : Gazetted Public holidays
The year-end break (usually commencing on 15 December)

Clause 5.13.1:

The Works shall be completed within a

maximum period of : 6 Months

Penalty for failing to complete the

Works within the Contract period : R1 000.00 / day

Clause 5.16.3:

The latent defect period is : 10 years

Clause 6.2.1

Amount of Security (Performance Guarantee) : 10%

Clause 6.8

No contract price adjustment payable

Clause 6.2.1.2.3:

The Percentage allowance to cover overhead

charges is : 15% maximum

Clause 6.10.1.5:

The percentage advance on materials not yet

built into the Permanent Works : 80%

1) The percentage retention on the amounts due

to the Contractor : 10%

2) The limit of retention money : 5% of the Contract Value

Clause 8.6.1.3:

Limit of indemnity for liability insurance : R2 000 000.00

Clause 10.5.3

Number of Adjudication Board Members

to be appointed : ONE

DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9:

The name of the Contractor is : _____

Clause 1.1.1.14:

The time for achieving Practical Completion of the

Whole of the Works is : 6 Months

Contractor to state offered completion period : _____ Months

Clause 1.2.1.2

The address of the Contractor is :
.....
.....

Clause 6.2.1:

The security to be provided by the Contractor shall be one of the following:

Type of Security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	Either 1 of 3 below is applicable. Contractor's Choice. Indicate "Yes" or "No"
<i>Cash deposit of 10% of the Contract Sum</i>	
<i>Performance guarantee of 10% of the Contract Sum</i>	
<i>Retention of 10% of the value of the Works</i>	

Clause 6.5.1.2.3:

The percentage allowance to cover overhead Charges : (15% maximum)

C2 : PRICING DATA

C2. : PRICING DATA

C2.1: PRICING INSRUCTIONS

PRICING INSTRUCTIONS

1. GENERAL

The Conditions of Tender, The Conditions of Contract and the Works Information are to be read in conjunction with the Schedule of Quantities.

2. DESCRIPTION

Descriptions in the Schedule of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Works Information, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Project Specification, conflict with the terms of the Schedule, the requirements of the Standardised or Project Specification, as applicable, shall prevail.

3. REFERENCE CLAUSES

The clauses in the General Conditions of Contract or a standardised specification in which further information regarding the schedule item can be obtained appears under Reference clause in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents, but the absence of a clause references shall not exonerate the Contractor or the technical specification.

4. IDENTIFICATION OF GENERAL CONDITIONS AND STANDARDISED, OR PROJECT SPECIFICATIONS IN WHICH REFERENCE CLAUSES APPEAR

The Joint Building Contractors Committee, Edition 6.2 and The General Conditions of Contract (GCC 2015) are identified by the letters JBCC and GCC respectively. Standardised Specifications is based on Model Preambles for Trades 2017 and SANS forming part of the bill of quantities

5. QUANTITIES REFLECTED IN THE SCHEDULE

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.

The quantities set out in the Schedule of Quantities are the estimated quantities of the Contract Works, by the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contractor Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

6. PRICES AND RATES

The prices and rates to be inserted in the Schedule of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Tender is based, as well as overhead charges and profit. Reasonable prices should be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

All items are measured net in accordance with the drawings and no allowance is made for waste or for the excavation and filling of additional working space. All thicknesses specified are those of consolidated materials.

Each item shall be priced independently regardless of its relation to the total quantities and the contractor shall have no claim in respect of any such price due to the Engineer omitting or varying any other item.

All rates and sums of money quoted in the Schedule of Quantities shall be in Rand.

7. ALL ITEMS TO BE PRICED

A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

In the event of the tenderer failing to price any item, it will be deemed that the Tenderer has made adequate allowances elsewhere in the Schedule of Quantities for all labour, material and costs required for the execution of the particular item. This will not only apply to the quantity of work covered by the unpriced item, but also for any increase in the stated quantity which may have to be undertaken during the course of the contract.

8. TOTAL TENDERED PRICE

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total Tendered price in the amount column and show the corresponding total Tendered price.

9. SCHEDULES TO BE PRICED IN INK

The Tenderer must price each item in the Schedule of Quantities in BLACK INK.

10. UNITS OF MEASUREMENT

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ³	=	cubic metre	sum	=	lump sum
m ³ km	=	cubic metre-kilometre	PC Sum=	=	Prime Cost sum
l	=	litre	%	=	percent

C2.2: BILL OF QUANTITIES

C3: SCOPE OF WORK

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>BILL NO. 1</u></p> <p>NOTE: The Bills of Quantities BoQ 1 to BoQ 8) document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, JBCC 2018, Model Preambles for Trade 2017, Specifications, Drawings and all other relevant documentation</p> <p><u>PRELIMINARIES</u></p>				
JBCC	<p><u>PRINCIPAL BUILDING AGREEMENT</u></p>				
1	<p>Allowance of Preliminaries (P&Gs)</p>	Item	1		
	<p>PROVISION OF TEMPORAY HOUSING</p> <p>Allow an amount of R 30 000.00 per house hold (Thirty Thousand Rand only) for multipurpose premises including all necessary fittings (e.g Park homes or similar. Communal set up should include some of the following:</p> <ul style="list-style-type: none"> • Minimum 2x bedroom temporal unit to accommodate 1 household family x 42Noor depending on Contractor’s programme. • Toilet/Baths Container type x 2No (1x males + 1x females) with washing basins with all fittings and connected to municipal sewer network or emptied and transferred to nearest sewer treatment plant. • General Maintenance and repairs for entire project duration. 	item	42	30 000.00	1 260 000.00
2	<p>REMOVAL OF ASBESTOR ROOF COVERING</p> <p>Remove and dispose asbestos roof covering, the bidder must ensure that he/she make necessary arrangements with accredited asbestos disposal site (@ 42 Housing units)</p>	item	1		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 2</u>				
F	SUPERSTRUCTURE /MASONRY				
	<u>Brickwork of NFP bricks in class II mortar</u>				
1	Half brick walls	m ²	2 045		
2	One brick walls	m ²	2 045		
	BRICKWORK SUNDRIES				
	<u>Bagging of 1:3 cement and sand mixture</u>				
3	On brick walls, piers, etc	m ²	2 045		
	<u>Movement joints with "Jointex" between horizontal concrete and brick surfaces</u>				
4	10mm Joints not exceeding 300mm wide	m	8 520		
	<u>Brickwork reinforcement</u>				
5	75mm Wide reinforcement built in horizontally	m	8 520		
6	150mm Wide reinforcement built in horizontally	m	8 520		
	<u>Pre-stressed fabricated lintels</u>				
7	110 x 75mm Lintels in lengths not exceeding 3m	m	1 780		
8	150 x 75mm Lintels in lengths not exceeding 3m	m	1 780		
	<u>Galvanised hoop iron cramps, ties, etc</u>				
9	30 x 1,6mm Roof tie 1,5m long with one end built into brickwork and other end fixed to timber	No	450		
	<u>Air bricks etc</u>				
10	229 x 152mm Clay vermin proof air brick	No	600		
	<u>Improvement of existing foundations</u>				
C.1	Excavation of trenches and exposing of existing concrete foundations	m 3	Rate only		
D.1	Underpinning foundation by pouring mass 25Mpa/19 Concrete	m 3	Rate only		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BILL NO. 3				
H	ROOF COVERINGS				
	-				
	NOTE: All roof covering to be installed to manufacturers detail and applicable SANS codes. All roof sheeting shall be laid under a 5 year written guarantee for site workmanship and water tightness				
	-				
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
	<u>0,5mm "Chromadek" or other approved, Colomate finish galvanised metal IBR profile roof sheeting at 17.5 degrees fixed to intermediate timber purlins at 1 250mm centres and to ridge and eaves with minimum 50mm sheeting end overlaps, all in accordance with architects drawings and manufacturer's specifications</u>				
	-				
1	Roof covering with pitch not exceeding 25 degrees fixed to timber purlins at maximum 1200mm centres with a minimum of 50mm sheeting projection beyond purlins at eaves.	m ²	2 400		
2	Concrete Tiling roof covering	m ²	7 500		
	-				
	<u>ROOF AND WALL INSULATION</u>				
	<u>Normal Water proofing membrane</u>				
3	Roof sheeting	m ²	7 500		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 4</u>				
I	<u>CARPENTRY AND JOINERY</u>				
	<u>TIMBER ROOF CONSTRUCTION</u>				
	<u>Design Responsibility</u>				
	The contractor shall be responsible for the design of the timber roof construction. The contractor will submit shop drawings for approval by the principal agent within two weeks after the date of tender closing. Appointment of the successful tenderer will be subject to approval of the timber roof construction. The contractor shall commence manufacturing only after written approval of shop drawings from the principal agent				
	<u>Plate nailed timber roof construction grade V4 minimum</u>				
1	Design, supply and erect the complete double pitch roof structure to new building (approx. 55m ² on flat) including purlins, braces, battens, gandboarding, wall plates, roof ties, gusset plates, bolts, etc (2M2F1D)	No	42		
	<u>EAVES, VERGES, ETC</u>				
	<u>Everite Nutec medium density plain fibre cement boards</u>				
2	225 x 12mm Thick fascia (code: 041-202) with aluminium H-profile fascia joiners (code: 685-195) including drilling for and fixing with hot dip galvanised drive screws and washers	m	1 136		
3	200 x 80mm Moulded socketless barge board (code: 721-731) with uPVC H-profile barge joiners	m	1 136		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward <u>DOORS, ETC.</u>				
	<u>Wrought softwood doors</u>				
1	32mm Door 813 x 1800mm high (D1)	No	126		
	<u>TDM or similar approved "Saligna BB" doors hung to steel frames (elsewhere measured)</u>				
2	40mm Framed, ledged and braced batten door size 813 x 2032mm high of SA Pine sub-frame with double top and bottom rails, 20 x 150mm middle ledge, 20 x 225mm bottom ledge and 20 x 110mm braces, filled in with tongued and grooved boarding in V-joint rail (D2)	No	50		
	<u>FRAMED, FRAMES, ETC</u>				
	<u>Wrought softwood</u>				
3	60 x 50mm Rebated and angle rounded frame bolted to wall with heads of bolts sunk and pelleted	m	100		
	-				
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
L	BILL NO. 5 <u>IRONMONGERY</u> <u>HINGES, BOLTS, ETC</u> <u>Manufactured by "Union" or similar approved</u>				
1	100 x 75mm Medium duty brass butt hinge	No	290		
2	100 x 75mm Two ball bearing butt hinge (Code 8352-100 SB)	No	142		
3	50 x 25mm LD polished barrel bolt	No	142		
	<u>CATCHES, CABIN HOOKS, ETC.</u> <u>Manufactured by "Dorma" or similar approved</u>				
3	DHC-SS-030-A stainless steel hat and coat hook without rubber buffer <u>Manufactured by "Miles Nelson" or similar approved:</u>	No	142		
4	150mm "276SC10150BP" cabin hook solid chrome	No	142		
	<u>LOCKS</u> <u>Manufactured by "Dorma" or similar approved</u>				
5	D036S Europrofile single cylinder sash lock	No	142		
	<u>Manufactured by "Union" or similar approved</u>				
6	47mm "MG47" Padlock	No	290		
7	CZ80941CH WC indicator bolt	No	290		
	<u>HANDLES</u> <u>Manufactured by "Dorma" or similar approved</u>				
8	CB30 Lever handle on rectangular Euro cylinder back plate 61cm centres. <u>Soil insecticide in accordance with SANS 5859</u>	No	290		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
N	<p><u>BILL NO. 6</u></p> <p><u>METALWORK</u></p> <p><u>Door frames</u></p> <p>Pressed steel door frames shall be supplied with one pair of 100mm galvanised steel loose pin hinges</p> <p><u>Galvanised steel windows</u></p> <p>Windows shall be provided with polished brass fittings</p> <p>Only window openings shall be fitted with horizontal 8mm square burglar bars at maximum 150mm centres</p> <p>Courses adjacent to window jambs are to have cores filled allowing fixing lugs to be built-in</p> <p><u>GALVANISED STEEL WINDOWS, DOORS, ETC</u></p> <p><u>Purpose made steel windows with 8mm burglar bars to opening sashes</u></p>				
1	Window (W01) overall size 889 x 457mm high	No	126		
2	Window (W02) overall size 533 x 654mm high	No	42		
	TOTAL CARRIED TO SUMMARY				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 7</u>				

0	<p><u>PLASTERING</u></p> <p>-</p> <p><u>EPOXY FLOOR COATINGS</u></p> <p><u>2 Part "Sikafloor 161" epoxy primer with "Sikafloor 264" seal coat (colour: Grey) as per manufacturer's specifications</u></p> <p><u>INTERNAL PLASTER</u></p> <p><u>Cement plaster on brickwork</u></p>				
1	On walls	m ²	2 200		
2	On narrow widths	m ²	600		
	<p><u>SPECIALISED PLASTER TYPE WALL COATINGS</u></p> <p><u>15mm Thick impermeable plaster mixed with silicite sealing agent applied in strict accordance with manufacturer's specifications, on brickwork</u></p>				
3	On walls	m ²	264		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 8</u>				
S	<u>PAINTWORK</u>				
	<u>PAINTWORK ETC TO NEW WORK</u>				
	<u>ON INTERNAL FLOATED PLASTER SURFACES</u>				
1	<u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u>				
	Walls	m ²	2 200		
	<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
	<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
2	Cills	m	6 820		
3	Fascia's and barge boards, including priming metal jointing strips	m ²	500		
	<u>ON WOOD SURFACES</u>				
	<u>Two coats oil wood primer</u>				
4	Backs of frames, linings, etc not exceeding 300mm wide	m	300		
5	<u>One coat primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint</u>				
6	Doors	m ²	250		,
7	On roof timbers at eaves and verges	m ²	500		
	TOTAL CARRIED TO SUMMARY				

SUMMARY SCHEDULE OF QUANTITIES			
			AMOUNTS
JBCC	Preliminaries	BoQ 1	
F	Superstructure / Masonry	BoQ 2	
H	Roof Coverings	BoQ 3	
I	Carpentry and Joinery	BoQ 4	
L	Ironmongery	BoQ 5	
N	Metalwork	BoQ 6	
O	Plastering	BoQ 7	
S	Paintwork	BoQ 8	
TOTAL CARRIED TO SUMMARY OF SCHEDULE			
Subtotal (1)			
Add Contingencies (15% of Total carried to summary schedule)			
Subtotal (2)			
Add Contract Price Adjustments (5% of subtotal (2))			
Subtotal (3)			
VALUE-ADDED TAX 15% (VAT)			
TENDER SUM			

NEWCASTLE LOCAL MUNICIPALITY

DEMOLITION AND RE-CONSTRUCTION OF 33 SINKING HOUSES IN MADADENI CONTRACT NO.: A029 – 2018/19

PART C3: SCOPE OF WORK

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the Model Preambles for Trades 2017 and SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 SCOPE OF WORK

C3.1.1 MUNICIPALITY OBJECTIVES

The community has been operating without a proper housing. There is a need for construction of a housing that will service the community.

C3.1.2 OVERVIEW OF THE WORKS

C3.1.3 EXTENT OF WORKS

The contract includes the construction of the following infrastructure:

- Remove deteriorated existing Asbestos Roofs – Units varies (+33 Units).
- Most of the units in Madadeni Area need refurbishments of roofs
- A detailed geotechnical study would indicate the proposed foundation design for the rectification.
- Cart away the demolished material to designated landfill site at eNtshongweni , Durban.
- Other alternative reparation measures to the other Madadeni units would be to do metal stitch the cracks of the walls and underpin foundations of the affected units.
- Temporal relocation and accommodation of affected household.

C3.1.4 LOCATION OF THE WORKS AND ACCESS TO SITE

The proposed site for Replacement of Madadeni Asbestos Roof units is located in various Wards of Madadeni Township at Newcastle Municipality.

C3.2 ENGINEERING

C3.2.1 DETAILS OF THE WORKS

Identify responsibilities for design and related documentation.

e.g. Works designed by, per design stage:

- | | |
|--|------------|
| • 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 |

C3.2.2 Employer's Design

Describe the extent of the Employer's design, if any.

C3.2.3 Design Brief

Where the contractor is responsible for the design, provide a comprehensive design brief which includes Employer preferences, examples of requirements and mandatory requirements, all constraints, including size and space limitations and performance standards that set out both user and technical requirements in general terms, the levels of required performance for all attributes and the means by which compliance can be evaluated.

C3.2.4 Drawings

State requirements for drawings to be prepared by the Contractor and list all the drawings prepared by the Employer.

C3.2.5 Design Procedures

Establish design procedures where the contractor is responsible for the design which as a minimum sets out:

- interfaces with existing structures, plant, etc
- any temporary works requirements, if any, e.g. specialised items of equipment
- design integration before and during construction
- procedures for all necessary approvals
- special procedures, e.g. environmental
- design change procedures
- record keeping and tracking of documents]

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 REQUIREMENTS

Preferential procurement shall be in accordance with the Municipality's Preferential Procurement Policy and is covered in details under PART T1: TENDERING PROCEDURES

(Temporary suspension of PPPFA, 2017 pending the constitutional Court Judgement handed down on 16 February 2022.)

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable standard specifications for Civil Engineering Construction - Model Preambles for Trades 2017 Standardized Specifications

The following Model Preambles for Trades 2017 Standardized Specifications for civil engineering construction are applicable:

- A General
- B Alterations
- C Earthworks
- D Concrete, Formwork and Reinforcement
- E Precast Concrete
- F Masonry
- G Waterproofing
- H Roof Coverings etc
- I Carpentry and Joinery
- J Ceilings, Partitions and Access Flooring
- K Floor Coverings, Wall Linings, etc
- L Ironmongery
- M Structural Steelwork
- N Metalwork
- O Plastering
- P Tiling
- Q Plumbing and Drainage
- R Glazing
- S Paintwork
- T Paperhanging
- U External Works

The term "project specification" must be replaced by "scope of work wherever it appears in these standardized specifications. The Contractor must obtain his own copies of the latest edition of the above-mentioned standardized specifications.

C3.4.1.2 Particular Project Specifications

The following Particular Specifications for work not covered by the SANS1200 Standardized Specifications are also included hereunder:

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Municipality

(a) Electricity supply

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is the Eskom.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2(c), 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.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub clause C3.4.2.2(c), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General 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.

(b) Sewage disposal

No water-borne sewage or other off-site sewage disposal systems are available in the vicinity of the Site.

(c) Area for contractor's site establishment

An area shall be allocated to the Contractor for his sole use as agreed between the Ward Councillor, and the Ward Committee.

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 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 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 Municipality 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, and which costs exceed those costs allowed for by the Contractor in his Tender.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Engineer

(i) Project name boards

The Contractor shall provide, erect and maintain one contract name board at such position and location directed by the Engineer, which name board shall, comply as per PSAB 1 of this document.

The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(ii) Site instruction book

The Contractor shall keep an A4 triplicate book for site instructions on the Site at all times.

(iii) Cell Phone Allowance

The Contractor will provide to the Engineer a suitable cellular phone for the duration of the project, together with five hundred Rands worth of airtime per month.

(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 applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters 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.

(d) Sewage disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human sewage and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.3 Site usage

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will not be allowed on the Site of the Work except upon explicit approval of the Ward Councillor and/or Local Development Committee.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the Ward Councillor and his Ward Committee in this regard at the commencement of the Contract.

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in Clause 57 of the Conditions of Contract.

C3.4.2.5 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 safe, clean and orderly condition. The Contractor shall store materials and equipment in an orderly manner, and shall keep the Site free from debris and obstructions.

On completion of the Works, the Contractor shall remove all temporary offices, sheds, fences etc. and shall reinstate the camp site to the satisfaction of the Engineer.

(b) Testing and quality control

(i) Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The afore-going shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub-clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Engineer

In addition to the provisions of sub-clause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub-clause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of sub-clause C3.4.2.5(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub-clause C3.4.2.5(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Municipality to the Contractor in respect of any testing carried out in terms of sub-clause C3.4.2.5(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub-clause C3.4.2.5(b)(ii): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

c) 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.

d) 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. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

e) 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.

f) Protection of Excavations

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

g) Employment of developing contractors

Whilst no restrictions are placed on the Tenderer to reserve specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to such individuals and contractors, who are resident in the Municipal area. The Tenderer will be responsible for all contractual requirements.

h) Employment of local labour

The project is not a labour intensive project. However, it is required that the Contractor shall source all labour from the surrounding community.

It is the intention that this Contract should make maximum use of the local labour force that is presently under employed. The Contractor shall limit the utilisation on the Contract of non-local employees to that of permanent key personnel only and to employ and train local labour to the extent necessary for the execution of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations wherefrom shall be subject to the prior approval of the Engineer/Employer, which approval shall not be unreasonably withheld.

Payment will be done on a task basis, where each person should reasonably complete one task in a normal working day. The task rate will be equal to the minimum daily rate stipulated by the Department of Labour.

The Contractor's employees and the Contractor shall make his own arrangements to house his own employees and transport them to the Site.

i) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 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 Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Municipality and the Contractor. Any such delay will also be added to the period in which the Municipality is required to make payment to the Contractor.

j) 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.

k) 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.

l) 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.

m) Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as identified by the Contractor and authorised by the Engineer.

n) Finishing, Testing, Tidying and Period of Maintenance

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Municipality shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing, testing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 54(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing, testing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing, testing and tidying shall be carried out to the best advantage of the project as a whole.

o) Courtesy

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Municipality desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

p) Extension of time due to abnormal rainfall

No extension of the Time of Completion shall be granted for normal rainfall.

(a) The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor can expect to lose due to normal rainfall. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his operations as specified under (b), less the sum of the number of days calculated from the table as being due to normal rainfall.

EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL			
Month	Days	Month	Days
January	12	July	2
February	11	August	3
March	10	September	6
April	6	October	11
May	3	November	12
June	1	December	14

(b) A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 *Plant and materials supplied by the Municipality*

"The Municipality shall not supply any plant or materials."

C3.4.3.2 *Materials, samples and shop drawings*

(a) Samples

Materials or work which does not conform to the approved samples submitted in terms of Subclause 23.4 of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 EXISTING SERVICES

C3.4.4.1 *Known services*

The contractor shall use the tender drawing as guide regarding existing services, however all known services must be exposed before construction work commences. The contractor shall also visit the respective services authority for all services locations and routes verification. (Telkom, Neotel, Eskom, Water, Sewer etc.)

C3.4.4.2 *Treatment of existing services*

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

C3.4.4.3 *Damage to services*

The Contractor shall take all necessary steps to protect any existing works against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by the, Municipality, the Contractor will be billed directly by the Council.

C3.4.4.4 Reinstatement of services and structures damaged during construction

The existing road reserve is within an informal area, where houses are constructed with mud and structurally weak materials that can be easily damaged by the movement and vibration from Construction Plant.

The Tenderer is advised to keep record of the state of all the houses and fences that are on both sides of the road reserve, for proof on the before condition of the adjacent properties.

Should damage occur due to Construction Plant or other site activities. The Tenderer shall report to the Municipality, 24hr within such occurrence and propose a remedy to the situation at the Tenderers' Cost within reasonable time and to the satisfaction of the property owner.

C3.4.5 VARIATIONS AND ADDITIONS TO REQUIREMENTS OF STANDARDISED SANS 1200 SPECIFICATIONS: GENERAL, CIVIL AND STRUCTURAL WORKS

NOTE: Numbering in the Project Specifications corresponds with the numbering of clauses in The Standard Specifications. Additional clauses are preceded by an asterisk “*”.

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

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 Newcastle 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 requests 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 3 x 3 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 m² 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 m² notice board, a 2 m² whiteboard and two suitable power points.

PSAB4 PLANT

PSAB4.1 TELEPHONE

Replace clause 4.1 with the following:

A cellular telephone allowance of R750.00 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 HOUSING perimeter area 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 Surface Bed Preparation

PS DM 5.2.3.3 Treatment of road - bed

- a) Preparation and compaction of surface bed preparation

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The surface bed preparation 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

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 Site 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 8.3.11 MEASUREMENT AND PAYMENT

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 20m² 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

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 m³ 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 m²
- b) exceeding 0,25 m² but not exceeding 0,50 m²
- c) exceeding 0,50 m² but not exceeding 0,75 m²
- d) exceeding 0,75m² but not exceeding 1,00m²

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 ³ 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 ³ /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 ³ minimum)	hour (hr)
	m) Tip truck (5 m ³ 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 ³
	c) 19 mm stone	m ³
	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.

PART C4 – SITE INFORMATION

ANNEXURE A1
LOCALITY PLAN

PART C5 – TENDER DRAWINGS

ANNEXURE A2
TENDER DRAWINGS