



**CIDB Class Grading 6 GB or Higher**

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT  
PROCUREMENT DOCUMENT:**

**JUNE 2021**

**NAME OF TENDERER:** \_\_\_\_\_

**TENDER SUM:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_

**PREPARED BY:**



**TSHASHU CONSULTING AND PROJECT MANAGERS**

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**ISSUED BY:**

THE MUNICIPAL MANAGER

**MAKHADO MUNICIPALITY**

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MAKHADO

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**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfilment





## MAKHADO LOCAL MUNICIPALITY

**TENDER NO: 54/2021**  
**FOR**  
**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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# **THE TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**

## **PART T1: TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T.5
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# MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 Private Bag X2596 Makhado 0920

## TENDER NOTICE

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All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from 17 June 2021 at non-refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advised-tender> or [www.makhado.gov.za](http://www.makhado.gov.za).

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
52 / 2021	Appointment of service provider to conduct a laboratory tests for Makhado new and vondeling landfill site ground water monitoring boreholes for the period of three (03) years	80/20 preferential points	Be registered with South African National Accredited System (SANAS) as Laboratory Operator/ Service provider	Acting Director Community Services: Mr. HJ Lukheli or Mr. NP Ndwakhulu at 0155193000	File No. 8/3/2/1810 Notice No. 110 /2021	16 July 2021 at 12:00pm
53 / 2021	Call centre and ticketing system for municipal call centre for the period of three(03) years	80/20 preferential points		Acting Director Corporate Services: Mr. SG Maguga or Ms. S Caroto at 0155193000	File No. 8/3/2/1811 Notice No. 111 /2021	16 July 2021 at 12:00pm
54 / 2021	ERF 210 Burger street market revitalization project	80/20 preferential points with functionality	<ul style="list-style-type: none"> <li>CIDB Grading 06GB or higher.</li> <li>Attach three years audited financial statement ( only those that are required by law)</li> </ul>	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare 0155193000	File No. 8/3/2/1812 Notice No. 112 /2021	16 July 2021 at 12:00pm
55 /2021	Panel of contractors for regrading and regravelling of villages for the period of three (03) years	80/20 preferential points	CIDB Grading 02CE or higher	Acting Director Technical Services: Mr. MG Raleshuku at 0155193000	File No. 8/3/2/1813 Notice No. 113 /2021	16 July 2021 at 12:00pm

### NB: NO COMPULSORY BRIEFING MEETING FOR THE ABOVE MENTIONED BIDS

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as mentioned above table.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents e.g. CK
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database report.

### NB:

- Service provider must submit their certified BBBEE verification certificate from verification agency accredited by South African National Accreditation system (SANAS) or sworn affidavit.
- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at tel no. (015) 519 3044/3024.

Civic Centre  
83 Krogh Street,  
LOUIS TRICHARDT

MR KM NEMANAME  
ACTING MUNICIPAL MANAGER

## T1.1 TENDER DATA

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

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

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

Sub clause	Data
F.1.1	The employer is the <b>Makhado Local Municipality</b>
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Engineering</p> <p style="padding-left: 40px;">C3.3 Procurement</p> <p style="padding-left: 40px;">C3.4 Construction</p> <p style="padding-left: 40px;">C4.5 Management</p>

	<p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents (White pages)</p> <p>C5.2 : Guidelines for the Implémentation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) (White pages)</p> <p>C5.3 COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 (White pages)</p> <p>C5.4 Construction COVID-19 Rapid Response Draft Sector Specific OHS Guidelines (White pages)</p> <p>C5.5 COVID-19 Compliance Checklist (White pages)</p> <p>C5.6 : Contract Drawings (White pages)</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Tshashu Consulting and Project Managers</p> <p>Address: 06 Hans van Rensburg Street, Suite No.11 Polokwane 0700</p> <p>Tel: (015) 291 4365</p> <p>Fax: (015) 291 5392</p>
F.2.1	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p>
F.2.1	<p>Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a <b>6 GB</b> or higher class of construction work, are eligible to submit Bids.</p> <p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>6 GB or higher</b> class of construction work; and</li> <li>3. 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 Bided for a <b>6 GB or higher</b> class of construction work.</li> </ol>
F.2.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit Bids:</p>

	<p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a <b>6 GB or higher</b> class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <p>i) The Department, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and</p> <p>ii) The Department, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.</p>						
F.2.7	<p>No clarification meeting will take place.</p> <p>The proposed project is located in the town of Makhado.</p> <p>The coordinate positions are:</p> <table><tr><th>No.</th><th>E-COORDINATES</th><th>S-COORDINATES</th></tr><tr><td>1</td><td>29° 54' 37.71"</td><td>23° 02' 25.42"</td></tr></table>	No.	E-COORDINATES	S-COORDINATES	1	29° 54' 37.71"	23° 02' 25.42"
No.	E-COORDINATES	S-COORDINATES					
1	29° 54' 37.71"	23° 02' 25.42"					
F.2.12	<p>No alternative Bid offers will be considered</p> <p>If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such alternative Bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount Bided for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>						
F2.13.1	No tenderer may submit more than one tender as set out in this clause in the Standard Conditions of tender						
F2.13.2	Tender documents do not have to be returned should the purchaser of the document not wish to tender.						

F.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as original only.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Ground Floor, Civic Centre, No. 83 Krogh Street, Makhado. 0920. Identification details: <b>BID NO 54/2021- ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT</b>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	<b>Closing time for submission of tender offers is: 12H00 on FRIDAY 16 JULY 2021. Telephonic, telegraphic, telex; facsimile, e-mailed or postal tender offers will not be accepted.</b>
F.2.16	The Bid offer validity period is 90 days
F.2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for inspections, tests and analysis.
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The Bidder is required to submit with his Bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an original valid Tax Clearance Certificate issued by the South African Revenue Services.  Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	The time and location for opening of tender offers: Time 12H00 on FRIDAY 16 <sup>TH</sup> JULY 2021  Location: The Council Chamber, Ground Floor, Civic Centre, No. 83 Krogh Street, Makhado .
F.3.11	<b>Evaluation Methodology</b>  Tenders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified. The Tender evaluation will be conducted as follows:  <b>1(a) First</b> Tender documents that have been disassembled and copies of the tender documents will be disqualified outright.



**1(b) Second**

Tenders will be checked for compliance with Tender Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the tender non-responsive and it will not be carried forward to the next stage. (refer to 2(a) below)

**1(c) Third**

The Tenderers experience, staffing and methodology will be evaluated. Each tender will be assessed and awarded points for Functionality. **Failure to achieve 70 points out of the 100 for Functionality will render the tender non-responsive.**

Only tenders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) below)

**1(d) Fourth**

Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20

**1(e) Fifth**

Points for BBBEE will be awarded in accordance with the status level of contribution. refer to 2(d) below)

**1(f) Final**

The Tender will be awarded to the short listed Tenderer who has scored the highest points for price and BBBEE status, unless there are justifiable, objective reasons to award the tender to another Tenderer. However, the Employer retains the right not to accept any Tender. Refer to (2e) below)

**2(a) Compliance with Tender Conditions and other Requirements**

The tender will be checked to ensure that they comply with the Tender Conditions and all other requirements of the project document. In particular, the following documentation must be completed, signed and included in the tender:

**NB: Non-compliant to the administrative requirements will automatically disqualify the bidders.**

The following are regarded as non-compliant to administrative requirements.

- Price amendment without signature in the bill of quantities
- Usage of Correction fluid such as Tipex
- Completion of bid document with a pencil
- Non-completion of form of offer
- Alterations to the bid document or submission of a copy of the original bid document
- Non-completion of the bill of quantities
- Non-Initializing/ signing of all pages
- Non-completion/signing of certificate of non-collusive tender
- Non-completion and non-signing of the following essential municipal bidding documents (MBD) forms:



	<p>-The tenderer or any of its directors is not listed in the Register of Tender Defaulters (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>-The tenderer has not abused the Employer's Supply Chain Management System.</p> <p>-The tenderer has not failed to perform on any previous contract with the Employer.</p> <p><b>Documents to be submitted with the bid:</b></p> <ol style="list-style-type: none"> <li>1. Attendance Register for briefing session.</li> <li>2. Copy of company registration certificate (for all companies in case of a Joint Venture)</li> <li>3. Certificate of Authority of signatory for Close Corporation/ Joint Ventures/ Partnerships/ Sole Proprietor (on company letterhead)</li> <li>4. Copy of CIDB certificate downloadable from the CIDB website.</li> <li>5. Joint venture agreement, where applicable.</li> <li>6. Letter of intent to provide performance guarantee (only Bank intent letter accepted)</li> <li>7. Tax invoice or statement as a proof of up to date municipal rates and taxes for the company/business as well as directors/members/shareholders (SAPS affidavit for non-ratable municipal areas &amp;/or copy of lease agreement with signed letter of confirmation from the landlord to certify such agreement.</li> <li>8. MBD (4, 8 &amp; 9)</li> <li>9. Health and safety plan (Act 85 of 1993)</li> <li>10. Certified ID copies of all directors/ member/ shareholders of the company/ business (for all companies in case of a Joint Venture)</li> <li>11. All pages must be signed or initialed</li> <li>12. Valid original tax clearance attached (for all the companies in case of a Joint Venture)</li> <li>13. Originally bank rating letter not older than 3 months</li> <li>14. Programme of works must be submitted (Attachments)</li> <li>15. Schedule of company experience: Active and completed projects should be supported by appointment letters.</li> <li>16. Copy of the Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1990)</li> <li>17. Audited annual financial statement for the past three years or audited annual financial statement since the establishment of the company if the company was established during the past 3 years. <b>(where the tendered amount inclusive of VAT exceeds R 10 million)</b></li> </ol> <p><b>Failure to comply with the Tender Conditions or to supply the necessary information at tender closure WILL result in the tender being rejected. Non submission of any of the forms listed above will result in the Tender being rejected as non-responsive.</b></p> <p><b>2(b) Second Stage in Evaluation: Quality or Functionality: Points System</b></p>
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A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.

The Bidder must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favourably. For a definition of all terms, refer to Scope of Works. Bidders' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

1. Organogram and CV's for key personnel
2. Project programme, indicating the work to be done, how it will be executed and managed. It is a requirement that the same personnel provided during tender stage be provided during construction. Where the identified personnel are no longer in the employ of the tenderer, MAKHADO LOCAL MUNICIPALITY reserves the right to request personnel with similar experience or more. In case of failure to provide, MAKHADO LOCAL MUNICIPALITY reserves the right to terminate the contract.
3. Schedule of estimated monthly expenditure. The cash –flow must be realistic taking into consideration the programme works and to determine whether the cash flow meets the standard norms of the industry, e.g. S-curve, etc.
4. Bidder's quality management plan for the services to be rendered. The bidder shall describe his quality management plan to ensure successful execution of the project.
5. Capability statement of the company with regard to this type of work in general, and the specifications of this bid in particular. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa for similar roads authorities in the past 10 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for this project. Four/Six (4/6) points will be allocated for each qualifying project to a maximum of twenty/thirty (20/30)
6. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to be used specifically for this project.  
Bank rating: Tenderer's bank to complete Form T2.2 C
7. Locality: Will only apply for this tender.

It is important that the tenderer provides information as requested as this information will be used for functionality in which a minimum of 70 points must be scored to move to the next stage of evaluation. The scoring will be according to the table below:

EVALUATING CRITERIA	SCORING CRITERIA	WEIGHT
<b>Key Personnel and Experience</b>	<b>Organogram and CV's for Key Personnel:</b> <b>Contracts Manager</b> – minimum 10 years" as Contracts Manager (10 points) <b>NDip Civil Eng.</b>  <b>Quantity Surveyor</b> – minimum 5 years" as QS (8 points) <b>NDip Quantity Surveying.</b>  <b>Site agent</b> – minimum 5 years" as Site Agent (6 points) <b>NDip Civil Eng.</b>	<b>30</b> <b>( Min 10)</b>

		<b>OHS officer</b> – minimum 3 years" as OHS officer (6 points) <b>Certificate</b> (SAQA Accredited)																							
<b>Company Experience</b>																									
		<table border="1"> <thead> <tr> <th colspan="2">TARGETED GOALS</th> <th>Max Points to be Scored</th> </tr> <tr> <th colspan="3">Name reference with contact details (Previous 3 yrs, Related Projects )</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project 1</td> <td>10</td> </tr> <tr> <td>2</td> <td>Project 2</td> <td>10</td> </tr> <tr> <td>3</td> <td>Project 3</td> <td>10</td> </tr> <tr> <td colspan="2"></td> <td></td> </tr> <tr> <td colspan="2">Sub-Total: Reputation and References</td> <td>30</td> </tr> </tbody> </table>		TARGETED GOALS		Max Points to be Scored	Name reference with contact details (Previous 3 yrs, Related Projects )			1	Project 1	10	2	Project 2	10	3	Project 3	10				Sub-Total: Reputation and References		30	
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<p><b>NOTE:</b> The tender should attach <u>appointment letters and completion certificates</u> as a proof for having completed such project. Points for each project will be allocated as follows:</p> <p>6GB: 10 points  5GB: 8 points  4GB: 6 points  3GB: 4 points  2GB: 2 points</p>																									
	<b>Plant and Equipment</b>	<b>Plant and Equipment for this project.</b> <ul style="list-style-type: none"> <li>▪ Grader = 3 Points</li> <li>▪ TLB/Excavator = 5 Points</li> <li>▪ 20t Roller = 2 Points</li> <li>▪ 10m³Tipper Truck = 2 Points</li> <li>▪ Water Cart (18kL) = 2 Points</li> <li>▪ Flatbed truck = 3 Points</li> <li>▪ Crane truck = 3 Points</li> </ul>		<b>20</b> <b>( Min 10)</b>																					
	<b>Company's Financial Standing</b>	<table border="1"> <thead> <tr> <th></th> <th>TARGETED GOALS</th> <th>Tendered Goal</th> </tr> </thead> <tbody> <tr> <td>a</td> <td>Tenderer submitted banking details proof attached</td> <td>2</td> </tr> <tr> <td>b</td> <td>Bank rating of "C" or better</td> <td>5</td> </tr> <tr> <td>c</td> <td>Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted</td> <td>3</td> </tr> </tbody> </table>		TARGETED GOALS	Tendered Goal	a	Tenderer submitted banking details proof attached	2	b	Bank rating of "C" or better	5	c	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3	<b>10</b>										
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b	Bank rating of "C" or better	5																							
c	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3																							
	<b>Company's Office (Locality)</b>	<table border="1"> <tr> <td>Company's office situated outside Limpopo Province <b>(2.5)</b></td> </tr> <tr> <td>Company's office situated within Limpopo Province, but outside Vhembe District <b>(5)</b></td> </tr> <tr> <td>Company's office situated within Vhembe District, but outside Makhado Local Municipality <b>(7.5)</b></td> </tr> <tr> <td>Company's office situated within Makhado Local Municipality <b>(10)</b></td> </tr> </table>	Company's office situated outside Limpopo Province <b>(2.5)</b>	Company's office situated within Limpopo Province, but outside Vhembe District <b>(5)</b>	Company's office situated within Vhembe District, but outside Makhado Local Municipality <b>(7.5)</b>	Company's office situated within Makhado Local Municipality <b>(10)</b>	<b>10</b>																		
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Company's office situated within Makhado Local Municipality <b>(10)</b>																									

	<p><b>TOTAL POINTS</b></p> <p><b>100</b></p> <p>Bidders must score a minimum of 70 percentage points out of the 100 percentage to qualify for further adjudication.</p> <p><b>2(c) Fourth Stage in Evaluation: Price</b></p> <ul style="list-style-type: none"> <li>▪ The following must be completed in full</li> <li>▪ The pricing schedule</li> <li>▪ The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.</li> </ul> <p>A total of 80 points will be awarded to the tender with the lowest balanced price. The other tenders will be awarded points based on the ratio of the price under consideration to the lowest price.</p> $P_s = 80 \left( \frac{P_t - P_{\min}}{1 - P_{\min}} \right)$ <p>where</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p> <p><b>2(d) Fifth Stage in Evaluation: BBBEE (Ph)</b></p> <p>Bids shall be evaluated and adjudicated in accordance with the Makhado Local Municipality's Supply Chain Management Policy, Revised Preferential Procurement Regulation of 2017 and the responsiveness to the bid documents, 80 points will be for price and 20 points will be for B-BBEE Level Contribution.</p> <p>Tenderers shall provide a certified copy of their BBBEE certificate to facilitate evaluation.</p> <p><b>2(e) Final Stage in Evaluation : Calculation of Final Total Points</b></p> <p>The final score or final total points for each tender will be calculated by adding the scores from the; calculations.</p>	
F3.13.1	<p>Bid offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the Bidder has not:             <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ol> </li> <li>e) Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform</li> </ol>	

	<p>the contract in the best interests of the employer or potentially compromise the Bid process.</p> <p>f) the Bidder does not have arrears on municipal rates and levies exceeding 3 months.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.
Mun. Special No.1	<p><b>SMME's:</b>  <b>It is not a requirement of this contract that participation in the contract must be granted to local SMME companies. Local</b> is defined as "having their head office within the Limpopo Province boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. <b>The minimum target for participation is Thirty per cent (30 %) of the total contract value when applicable (value of R30mil or more).</b> This can be achieved through either one or more sub-contractors.</p> <p>Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. Commitment to these goals will be a condition of award.</p>
Mun. Special No.2	<p><b>Local Labour Content:</b>  The minimum Local Labour content for this project shall be <b>10 % OF THE CONTRACT VALUE.</b></p>

## T2 List of Returnable Documents

The Bidder must complete the following returnable documents:

### 1 Returnable Schedules required only for Bid evaluation purposes

- Certificate of authority
- Site inspection certificate
- Compulsory enterprise questionnaire
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Bidder's Experience
- Record of Addenda to Bid Documents
- Proposed Amendments and Qualifications
- Certificate of non-collusive tender
- Municipal statement on Bidder's rates and taxes
- Schedule of personnel & employees
- Preliminary programme
- CIDB Certificate
- Three year audited financial statement

### 2 Other documents required only for Bid evaluation purposes

- Certificate of Contractor Registration issued by the Construction Industry Development Board
- MBD 2: An original valid Tax Clearance Certificate issued by the South African Revenue Services.
- MBD 8: Declaration Of Bidder's Past Supply Chain Management Practices
- MBD 9: Certificate Of Independent Bid Determination

### 3 Returnable Schedules that will be incorporated into the contract

- MBD 3.1: Pricing Schedule – Firm Prices
- MBD 3.2: Pricing Schedule – Non-Firm Prices
- MBD 4: Declaration of interest
- MBD 6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017
- MBD 7.2: Contract Form - Rendering Of Services

### 4 Other documents that will be incorporated into the contract

### 5 The offer portion of the C1.1 Offer and Acceptance

### 6 C1.2 Contract Data (Part 2)

### 7 C6.2 Bills of quantities

**NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.**

**T2.1 A CERTIFICATE OF AUTHORITY**

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

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

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....21...., Mr/Ms.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

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

NOTE: This certificate is to be completed and signed by all the key members upon who rests the direction of the affairs of the Company as a whole. Use own company letter head

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as .....hereby authorise Mr/Ms....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon who rests the direction of the affairs of the partnership as a whole. Use own partnership letter head

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender 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 for Contract .....and any other contract resulting from it on our behalf.

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

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

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Joint Venture as a whole. Use own Joint Venture letter head

**D. Certificate for sole proprietor**

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

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the sole proprietor as a whole. Use own sole proprietor letter head



**E. Certificate for Close Corporation**

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

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole. Use own company letter head

**T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that..... (Tenderer)

Of..... (Address)

.....

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

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

Particulars of person(s) attending the meeting:

Name ..... Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

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

Name..... Signature.....

Capacity..... Date & Time.....

**NB: Details to be the same with attendance register**

**T2.1 C 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 OTHERWISE THE TENDER WILL BE DECLARED NON-RESPONSIVE

**Section 1:** Name of enterprise:

.....

**Section 2:** VAT registration number, if any:

.....

**Section 3:** CIDB registration number, if any:

.....

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

Name*	Identity Number *	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stake holder 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  |
| <input type="checkbox"/> A member of any provincial legislature              | national or provincial public entity or constitutional             |
| <input type="checkbox"/> A member of the National Assembly or the National   | institution within the meaning of the Public Finance               |
| Council of Province  | Management Act, 1999 (Act 1 of 1999)                               |
| <input type="checkbox"/> A member of the board of directors of any municipal | <input type="checkbox"/> A member of an accounting authority of an |
| entity   | national or provincial public entity                               |
| <input type="checkbox"/> An official of any municipal or municipal entity    | <input type="checkbox"/> An employee of Parliament or a provincial |
|  | legislature  |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\* Insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stake holder 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   |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> national or provincial public entity or  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                          |
| <input type="checkbox"/> an official of any municipal or municipal entity                      | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |

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

\* Insert separate page if necessary

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

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

**T2.1 D SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME'S (30%))**

**NOTE:** This table is **NOT TO BE USED** to capture SMME Subcontractors/Suppliers contributing towards the SMME project goal. This only applies when the contract value is R30million or more.

**SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM: RDP 2 (E) EMPLOYMENT OF SMME'S**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

**T2.1 E SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

**NB: The bidder to submit proof of ownership /Ownership of the lessee.**

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

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

Tenderer.....

**T2.1 F SCHEDULE OF THE TENDERER'S EXPERIENCE**

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

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

**NB.: Completion / Practical completion certificates to be attached and appointment letter for projects on progress.**

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

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

Tenderer.....

**T2.1 G RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer.....



**T2.1 H DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, in the employer's opinion:

- 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.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

.....

**T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER****1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

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

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

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER: .....

**CERTIFICATE OF NON-COLLUSIVE TENDER (CONTINUED)****2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

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

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER: .....

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

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

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

Attach a valid letter of good standing from the Compensation Commissioner or FEMA

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

**Note to tenderer:**

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

## **T2.1 K CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category **6 GB**

Or

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

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

## **T2.1 L REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME**

### **K1 General**

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

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

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

### **K2 Definitions**

#### **K2.1 Contract Participation Goal (CPG)**

The value of goods, services and works, including VAT, for which the contractor proposes to engage labour and SMMEs

#### **K2.2 Labour Maximisation**

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for labour expenditure is **10%** of the contract value. This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as hourly paid personnel including the CLO.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

**Penalties:** The penalties for not reaching the required labour target values will be calculated at **300%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned accumulative monthly figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

#### **K2.3 SMME**

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

**Definition:** A "Small [business] Enterprise" means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

Size of class	Total full time equivalent of paid employees	Total annual turnover	Total gross asset value(fixed property excluded)
Medium	200	R26m	R5m
Small	50	R6m	R1m
Very Small	20	R3m	R0,5m
Micro	5	R0,2m	R0,1m

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is Fifteen per cent (30%) of the total contract value and this can be achieved through one or more sub-contractors. The Municipality reserves the right to terminate the contract should the contractor fail to honour the commitment as stipulated by the contractor on this page

Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. Commitment to these goals will be a condition of award.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

**Penalties:** The penalties for not reaching the required SMME target values will be calculated at **300%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned monthly accumulative figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

#### K2.4 Broad-Based Black Economic Empowerment (B-BBEE)

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- Investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contributor

The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the

Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/10 evaluation) or a maximum of 20 points (80/20 evaluation) may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBEE is the Broad-Based Black Economic Empowerment Act, No. 53 of 2003

## K2.5 Target values

The values of the targets (including VAT) are expressed as follows:

- At Tender stage: As a percentage of the Tender Sum (i.e. excluding Contingencies, CPA and Rise and Fall, but inclusive of VAT) as proposed by the tenderer in his tender
- After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders and VAT)

The monetary total of these values shall be the CPG.

In this project the minimum target values (as percentage of contract value) shall be as follows:

Labour Maximisation (wages)	:	10%
SMME's	:	30% (only when project value is R30million or more)

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

## K3 Contract Participation Performance (CPP)

K3.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make the Contractor liable for penalties as described above.

### K3.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate. The format should be confirmed with the Social Division of RAL at the time of site handover.

## K4 Training

Provision is made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.



**RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT**

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

The specified target value is **10%**.

**Note: This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project.**

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Local Labour (skilled and unskilled)			
<b>TOTAL PROJECT COST</b>			
			<b>PERCENTAGE</b>

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel including the CLO.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.
- (3) Rates for labour should be in accordance with Sectorial Determination 2 of the Civil Engineering Sector.

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

**RDP2(E) EMPLOYMENT OF SMME'S**

**It is not a requirement of this contract that participation in the contract must be granted to local SMME companies.** Local is defined as "having their head office within the Limpopo Province boundaries". **The minimum target for participation is thirty (30%)** of the total contract value (only for projects above R30million) and this can be achieved through one or more sub-contractors. The municipality reserves the right **to apply penalties to the value of 300% of the difference between the set target values and the actual values achieved when the contractor does not honour the commitment as stipulated by the contractor on this page**

**ONLY SMME subcontractors/suppliers should be employed to do the work listed in the table below. For other subcontractors, refer to T2.1C SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME's (30%))**

We notify you that it is our intention to employ subcontractors for work in this contract to comply with the stipulated **30% requirement**.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

<b>Item No.</b>	<b>Description of Work to be executed by SMME Subcontractors</b>	<b>Value of the work</b>
1.		<b>R</b>
2.		<b>R</b>
3.		<b>R</b>
4.		<b>R</b>
5.		<b>R</b>
6.		<b>R</b>
7.		<b>R</b>
8.		<b>R</b>
9.		<b>R</b>
<b>Total value of work committed to SMME companies</b>		<b>R</b>
<b>Percentage of total contract value</b>		<b>%</b>

Note: Forms RDP2 (E1), RDP2 (E2) etc. should be completed for each contractor listed above and contributing towards the **30% goal**.

Signed.....

Date.....

Name.....

Position.....

### RDP2 (E1): SUB-CONTRACTORS

[illegible]

**RDP3(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT**

The tenderer shall furnish the municipality with the necessary information to enable the municipality to evaluate the submission for B-BBEE Level Contribution.

It is a requirement to attach a Broad Based Black Empowerment Verification Certificate (issued by a service provider accredited to SANAS or an original Sworn Affidavit), indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

**NOTE: If the Service Provider is not accredited by a Registered Auditor approved by IRBA or Verification Agency accredited by SANAS, no points will be given for BBBEE Level Contributor.**

SIGNED ON BEHALF OF THE TENDERER .....

## PART A INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MAKHADO MUNICIPALITY)

BID NUMBER:	54/2021	CLOSING DATE:	16 JULY 2021	CLOSING TIME:	12h00
DESCRIPTION	ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT				

### 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

Civic Centre, No. 83 Krogh Street, Makhado

### 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]

1. 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]	2. 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]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	PD NELUHENI
CONTACT PERSON	THULARE L	TELEPHONE NUMBER	015 291 4365
TELEPHONE NUMBER	015 519 3000	FACSIMILE NUMBER	015 291 5392
FACSIMILE NUMBER	015 516 1195	E-MAIL ADDRESS	admin@tsconsulting.co.za
E-MAIL ADDRESS	livhuwanit@makhado.gov.za		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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									

**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: .....

**TAX CLEARANCE CERTIFICATE**

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

The bidder must have a compliant tax status in order to be considered for this bid.

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

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

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



3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

## **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES**

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

Bidders who do not submit B-BBEE Status Level Verification Certificates/Sworn affidavits or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

Under the amended B-BBEE codes, Accounting officers and verification professionals are no longer permitted to issue B-BBEE certificates to Exempt Micro Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs). **Only the sworn affidavits and certificates issued by SANAS accredited agencies are acceptable.**

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

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

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

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

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

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

8.2 VAT registration  
number:.....

8.3 Company registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION****Municipality where business is situated:** .....**Registered Account Number:** .....**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDERS(S)****DATE:** .....**ADDRESS** .....

.....

.....



CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number ..... at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

## WITNESSES

1 .....

2 .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, ..... in my capacity as .....  
accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....  
(Place) (Date)

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

## **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?</p> <p>(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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

## CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

---

(Tender Number and Description)

in response to the invitation for the Tender 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 Tenderer)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

**T2.1      RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO  
THE CONTRACT**

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL .....	T.59
T2.3 B	PROJECT PROGRAMME .....	T.60
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE .....	T.62
T2.3 D	RATES FOR SPECIAL MATERIALS .....	T.63
T2.3 E	QUALITY MANAGEMENT PLAN AND METHOD STATEMENT .....	T.64



**T2.3 A      ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

**T2.3 B PROJECT PROGRAMME**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

**Please take note that the programme should be completed in Microsoft project or any format and cover all key aspects and it should outline or indicate the critical path. Failure to attach a programme of works will render the tender non responsive.**

**T2.3 C FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES****1. FINANCIAL STATEMENTS**

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

**2. DETAILS OF TENDERER'S BANK ACCOUNT**

- a) Account Holder Name: .....
- b) Name of Bank: .....
- c) Branch of Bank .....
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank: .....
- f) Telephone number of Bank: Code: ..... Number: .....
- g) Account Number: .....

- 3.** I/We hereby authorise the Employer to approach the above Bank for confirmation.

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

DATE: .....

**T2.3 D SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

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

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9 (FINAL)	R .....
<b>TOTAL: R.....</b> <b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE</b> <b>ADJUSTMENT (CPA))</b>	

SIGNED ON BEHALF OF TENDERER: .....

**T2.3 E RATES FOR SPECIAL MATERIALS**

Only bitumen products will be dealt with as a special material in terms of sub clause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....

## **T2.3 F      QUALITY MANAGEMENT PLAN AND METHOD STATEMENT**

Tenderer shall provide his quality management plan and method statement describing how he will ensure successful execution of the project. Highlight all work activities and inputs that may pose a threat or risk to the successful execution of the project:

SIGNED ON BEHALF OF TENDERER:.....

### **Note to Tenderer**

**Failure to attach will lead to the tenderer being disqualified.**

# THE CONTRACT

<b>PART C1</b>	<b>AGREEMENT AND CONTRACT DATA</b>
<b>PART C2</b>	<b>PRICING DATA</b>
<b>PART C3</b>	<b>SCOPE OF WORKS</b>
<b>PART C4</b>	<b>SITE INFORMATION</b>
<b>PART C5</b>	<b>ANNEXURES</b>

## **PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996. ....	C.8
C1.3	PERFORMANCE GUARANTEE .....	C.12
C1.4	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	C.18
C1.5	CONTRACT DATA .....	C.20





## MAKHADO LOCAL MUNICIPALITY

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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

#### **Offer**

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

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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

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

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

.....  
.....

Rand (in words); 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.

#### **For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organization

.....  
.....

Signature and Name of Witness:

Signature.....

Name:.....

Date .....

## Acceptance

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one copy of the fully signed original 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.

**For the Employer**

Signature .....

Name .....

Capacity .....

**Name and address of organization**

.....

.....

.....

**Signature and Name of Witness**

Signature .....

Name .....

Capacity .....

**Schedule of Deviations**

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 .....

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

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

**For the Tenderer:**

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation:

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

**For the Employer**

.....

.....

.....

Name and address of organisation

.....

.....

.....

.....

.....

.....

**Confirmation of Receipt**

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

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

**For the Contractor:**

.....  
Signature

.....  
Name

.....  
Capacity

**Signature and name of witness:**

.....  
Signature

.....  
Name



## MAKHADO LOCAL MUNICIPALITY

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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

This AGREEMENT made at ..... on this ..... day of ..... in the year ..... between The Makhado Local Municipality (hereinafter called "the Employer" on the one part, herein represented by ..... in his capacity as ..... And delegate of the Employer and ..... (hereinafter called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No:.....For (description of contract).....

..... in the ..... District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.1 of the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

- i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
    - iii. Section 37: Acts or omissions by employees or mandatories and
    - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
    - v. Construction Regulations 2003, and other safety regulations, as applicable.
  - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
  5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
  6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
    - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
    - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
    - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

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

You are hereby appointed as the mine manager for .....,  
with effect from ..... until further notice.

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

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Makhado Local Municipality SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

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

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

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

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

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

**SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE**



.....

**WITNESS:**     1..... 2.....

**NAME**

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

**DATE:**            .....

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

.....

**WITNESS:**     1..... 2.....

**NAME**

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

**DATE:**            .....

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

**C1.3 PERFORMANCE GUARANTEE**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: ..... ..

“Site” means: .....

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

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

Amount in words: ..... “”

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

Amount in words: .....

“Expiry Date” means: .....

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has

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

C.14

amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity.....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



## MAKHADO LOCAL MUNICIPALITY

TENDER NO: 54/2021

FOR

ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT

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

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

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

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

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
  - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
  - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-
 

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-
 

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

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

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

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

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

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

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

SIGNED: .....

DATE: .....

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

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

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

SIGNED: .....

DATE: .....

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

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

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN  
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED**

**(To be printed on Contractors letter head)**

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

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

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

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

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

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....



## MAKHADO LOCAL MUNICIPALITY

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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### **C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997**

#### **DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
  - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
  - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
  - (iii) A works; and
- b) Used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
  - a) Whether that substance is in solid, liquid or gaseous form;
  - b) That occurs naturally in or on the earth, in or under water or in tailings, and
  - c) That has been formed by or subjected to a geological process.

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

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

  - a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
  - b) Training at any central rescue station, or
  - c) The making, repairing, re-opening or closing of any subterranean tunnel, or



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



## MAKHADO LOCAL MUNICIPALITY

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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### **C1.5 CONTRACT DATA**

#### **C1.5.1 Contract Specific Data**

The **Conditions of Contract** are Clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract can be obtained from the Association of South African Quantity Surveyors, Tel (011) 315-4140; Master Builders Association, Tel (011) 205-9000; or South African Institute of Architects, Tel (011) 486-0684.

The JBCC Principal Building Agreement makes 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 JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

## C1.5.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT (SPECIAL CONDITIONS)

The additions, deletions and alterations to the JBCC Principal Agreement are:

CLAUSE	CONTRACT DATA
1.1	<p><b><u>Replace</u></b> the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the Agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>SPECIFICATION</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.</p> <p><b>CONTRACT DOCUMENTS</b> mean the Agreement and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> mean the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p>
1.6.4	<b><u>Delete</u></b> Sub-clause 1.6.4.
3.5	<b><u>Delete</u></b> Sub-clause 3.5.
3.6	<b><u>Delete</u></b> Sub-clause 3.6.
3.9	<b><u>Delete</u></b> Sub-clause 3.9.
3.10	<b><u>Delete</u></b> Sub-clause 3.10.
15.1.1	<b><u>Delete</u></b> Sub-clause 15.1.1.
21	<p><b><u>Replace</u></b> Sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:</p> <p>The <b>Contractor</b> and <b>Principal Agent</b> shall appoint a <b>selected Sub-contractor</b> in accordance with the provisions in the Scope of Work.</p>
30.1	<b><u>Replace</u></b> reference to 36.3 at end of sentence with 36.0 in Sub-clause 30.1.

CLAUSE	CONTRACT DATA
31.12	<b>Delete</b> "Payment shall be subject to the <b>Employer</b> giving the <b>Contractor</b> a <b>tax invoice</b> for the amount due".
32.12	<b>Delete</b> Sub-clause 32.12.
34.13	<b>Delete</b> the words in sub-clause 34.13 "subject to the <b>Employer</b> giving the <b>Contractor</b> a <b>tax invoice</b> for the amount due".
<b>STATE PROVISIONS</b>	
<b>41.0</b>	<b>STATE SUBSTITUTIONS</b>
41.1.3 (41.0)	<b>Delete</b> the definitions for <b>CONSTRUCTION PERIOD</b> and <b>INTEREST</b> in Sub-clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses).
10.3 (41.0)	<b>Add</b> Sub-clause 10.3 of the <b>non-state</b> clauses.
11.1 (41.0)	<b>Delete</b> Sub-clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the <b>state</b> .
12.1 (41.0)	<b>Delete</b> Sub-clauses 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the <b>state</b> ; and  <b>Replace</b> " <b>contractor</b> " in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1".
12.2 (41.0)	<b>Amend</b> the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the <b>contractor</b> is responsible for insurances, the <b>contractor</b> shall ....."
10.0 11.0 12.0 (41.0)	<b>Add</b> the following Sub-clauses pertaining to the <b>Insurances</b> of installation, construction, maintenance or engineering contract works:  1. <u>Employer to Insure</u>

CLAUSE	CONTRACT DATA
	<p>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Sub-contractors whether nominated or otherwise):</p> <p>1.1 The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials where applicable as stated in the Contract Data:</p> <p>a) Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</p> <p>b) From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</p>
CLAUSE	CONTRACT DATA
10.0 11.0 12.0 (41.0) (cont)	<p>c) During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</p> <p>d) Removal of Debris;</p> <p>e) Surrounding Property;</p> <p>f} Work Away;</p> <p>g) Off-site Storage;</p> <p>h} Temporary Repairs;</p> <p>i) Contribution Clause – Marine;</p> <p>j) Escalation during Contract Period;</p> <p>k} Post Loss Escalation;</p> <p>l) Automatic Reinstatement;</p> <p>m) Principals Maintenance;</p> <p>n) Property taken over;</p> <p>o) Beneficial Occupation;</p> <p>p} Escalation due to Currency Fluctuation;</p> <p>q) Manufacturers Guarantees.</p>

CLAUSE	CONTRACT DATA
	<p>1.2 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</p> <p>a) Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor);</p> <p>b) Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R5-million in respect of contracts with a contract value of up to R12-million. ....</p> <p>2. <u>Insurance Premium payable</u></p> <p>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant Departments by the Section: Insurance and Risk Management.</p> <p>3. <u>Additional Insurance by the Employer</u></p> <p>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 1 of this Clause.</p> <p>4. <u>Additional Insurance by the Contractor/Sub-contractor</u></p> <p>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deems necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of this additional insurance will be for the account of the Contractor/Sub-contractor.</p>

CLAUSE	CONTRACT DATA
10.0 11.0 12.0 (41.0) (cont)	<p data-bbox="389 280 941 313">5. <u>Contractor satisfied with Insurance</u></p> <p data-bbox="389 338 1453 409">The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</p> <p data-bbox="389 490 919 524">6. <u>Contractor to observe Conditions</u></p> <p data-bbox="389 548 1453 658">The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</p> <p data-bbox="389 739 748 772">7. <u>Contractor to Insure</u></p> <p data-bbox="389 797 1453 1070">The Contractor/Sub-contractor shall effect and keep in force for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</p> <ul style="list-style-type: none"> <li data-bbox="472 1095 1453 1205">a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof;</li> <li data-bbox="472 1229 1453 1384">b) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R5-million per claim with the number of claims unlimited;</li> <li data-bbox="472 1408 1453 1518">c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof;</li> <li data-bbox="472 1543 1453 1740">d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-contractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles;</li> <li data-bbox="472 1765 1453 1836">e) Proof must also be submitted that the Contractor complies with the conditions of the following legislation: <ul style="list-style-type: none"> <li data-bbox="389 1861 1267 1895">- Compensation for Occupational Injuries and diseases, 1993</li> <li data-bbox="389 1919 956 1953">- Unemployment Insurance Act, 1996</li> </ul> </li> </ul>

CLAUSE	CONTRACT DATA
	<p>- The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</p> <p>8. The Project Manager involved must furnish copies of the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management. Approval by the Employer shall be deemed unless a reasonable objection is lodged within 14 (fourteen) calendar days of receipt of such policies. Where required, the Contractor/Sub-contractor shall provide evidence of renewal to the Project Manager before the expiry of the current period of insurance.</p> <p>9. <u>Reporting of incidents</u></p> <p>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy effected by the Employer, the Contractor/Sub-contractors and Project Manager will adhere to the following procedures:</p> <p>a) In addition to any statutory obligations and/or requirements contained in the Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</p> <p>b) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred, to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Head of Department motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note that the Insurer might repudiate the loss if it is found that the insured's rights have been compromised as a result of the late reporting.</p> <p>c) The following documentation must be included with the claim documentation:</p> <p>- Photos of damages caused or suffered as proof or substantiation of the claims.</p> <p>d) In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</p> <p>e) The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p>



CLAUSE	CONTRACT DATA
	<p>10. <u>Reporting of catastrophic incidents</u></p> <p>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</p> <ul style="list-style-type: none"> <li>a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</li> <li>b) The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</li> <li>c) The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</li> <li>d) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Head of Department motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</li> </ul> <p>11. <u>Reporting of crime related incidents</u></p> <p>All crime related incidents, losses or shortages irrespective of the value, must within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</p> <p>12. <u>Claim documentation</u></p> <p>The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the <b>Internet</b>. The project number must be stated on the Contractor Claim Form.</p>

CLAUSE	CONTRACT DATA
	<p>The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</p> <p>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</p> <p>.....</p> <p>13.     <u>Authorization of claim forms</u></p> <p>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim Forms as proof of the appropriate authorization, verification and approval of claims submitted. The Head of Department must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</p> <p>14.     <u>Contractor to pay deductibles</u></p> <p>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</p> <p>15.     <u>Settlement of claims</u></p> <p>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</p> <p>10.0     The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management.</p> <p>11.0     The Employer's Chief Financial Officer will authorize all settlements of claims.</p> <p>12.0     Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</p> <p>(41.0)     The foregoing provisions of this Sub-Clause shall apply <i>mutatis mutandis</i> to any such claim received by the Contractor directly.</p>

CLAUSE	CONTRACT DATA (CONTD.)
10.0 11.0 12.0 (41.0)	<p>It is distinctly understood that should the Employer or the Employer's insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer's insurer's rights to recover from the Contractor nor shall the Contractor raise any such defense against the Employer or the Employer's insurer.</p> <p>Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor's obligations in terms of the Contract.</p>
14.0 15.1 36.1.1 (41.0)	<p><b>Replace</b> in the <b>state</b> clauses Clause 14.0 with the following Sub-clauses pertaining to the <b>Security</b> to be provided for the contract works:</p> <p>1. When called upon by the Employer to do so and prior to the signing of the Contract, the Contractor shall provide a Construction Guarantee from a bank, insurance or similar financial company approved by the Chief Financial Officer as <b>security</b> for the due fulfilment and completion of the Works.</p> <p>2. Where required, <b>Construction Guarantees</b> (refer to C1.3: CONSTRUCTION GUARANTEE) shall be based on the tender amount and set as follows:</p> <p>a) <u>Micro contracts (not exceeding R200 000):</u> Not required.</p> <p>b) <u>Minor contracts (exceeding R200 000 and not exceeding R1 000 000):</u> Contractors shall be given the choice of providing:</p> <p>e) Construction Guarantee of 10%; <b>or</b></p> <p>ii) Retention of 10% being withheld on each progress payment up to a maximum of 5% of the contract sum <u>without</u> the requirement for furnish of a construction guarantee, half (2,5%) of which will be released on acceptance of practical completion of the contract, and the remainder (2,5%) at final completion/acceptance after the free maintenance period, defined in the tender document.</p>

	<p>c) <u>Major contracts (exceeding R1 000 000):</u></p> <p>Construction Guarantee of 10%.</p> <p>d) <u>International contracts</u></p> <p>Construction Guarantee of 10%.</p> <p>3. The security so provided shall be held by the Employer until completion of the Works, and may be called up at any time as provided for under Sub-clause 36.1.1.</p> <p><b><u>NOTE:</u></b></p> <ul style="list-style-type: none"> <li>▪ All amounts listed are <u>inclusive</u> of VAT</li> </ul>
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CLAUSE	CONTRACT DATA (CONTD.)
31.8 (41.0)	<p><b><u>Replace</u></b> in the <b>state</b> clauses Sub-clause 31.8 with the following Sub-clauses pertaining to <b>Payments</b> to the Contractor:</p> <p>1. Payments shall be made by the Employer in South African currency in Pretoria upon submission of a payment certificate to the Chief Financial Officer.</p> <p>2. No payments or certificates upon which payments are made shall be taken as evidence or admission of the amount or quality of the work done, nor as evidence or admission on the part of the Employer of the Contractor's compliance with the Contract, nor shall the issuing of such certificates or the making of any payment under this Clause in any way relieve the Contractor or his obligation to complete the Works and to correct any errors, defects or omissions therein in full compliance with all terms and conditions of the Contract.</p> <p>3. Progress payments will be made but not more frequently than once a month, nor will certificates be prepared for a sum of less than 1% of the tendered contract sum, except as final payment</p> <p>.</p> <p>4. Final payment shall only be made after the Employer has certified that the Works are in order and after the settlement of all claims.</p> <p>5. No interest shall be payable to the Contractor in respect of moneys retained in terms of this Clause.</p>

CLAUSE	CONTRACT DATA (CONTD.)
	<p><b>Replace</b> in the <b>state</b> clauses Sub-clause 31.8 with the following Sub-clauses pertaining to <b>Retention</b> to the Contractor:</p> <p><b>Retention</b> shall be held and kept by the Employer in respect of each progress payment made. The value of retention deducted shall be as follows:</p> <p>a) <u>Minor contracts (exceeding R200 000 and not exceeding R1 000 000):</u> Retention of 10% of the value of the work carried out with no limit, reduced to 5% after completion for the duration of the maintenance period.</p> <p>b) <u>Major contracts (exceeding R1 000 000):</u> Retention of 10% of the value of the work carried out, up to a limit of 5% of the tender sum, with no reduction for the duration of the maintenance period.</p> <p><b><u>NOTE:</u></b></p> <ul style="list-style-type: none"> <li>▪ All amounts listed are <u>inclusive</u> of VAT</li> <li>▪ <b><i>Financial guarantees <u>in lieu of retention</u> may be deposited with the Chief Financial Officer.</i></b></li> </ul>
31.9 (41.0)	<p><b>Replace</b> in the <b>state</b> clauses Sub-clause 31.9 with the following Sub-clause pertaining to <b>Payments</b> to the Contractor:</p> <p>“The Employer shall pay the Contractor the amount certified within <b>30 (thirty) calendar days</b> from the date of issue of a payment certificate. “</p>
31.11.1 31.11.2 (41.0)	<p><b>Delete</b> in the <b>state</b> clauses Sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the <b>non-state</b> clauses will apply to the <b>Contract</b>.</p>

CLAUSE	CONTRACT DATA (CONTD)
31.12 (41.0)	<b>Delete</b> "Payment shall be subject to the <b>Employer</b> giving the <b>Contractor</b> a <b>tax invoice</b> for the amount due" in Sub-clause 31.12 in the <b>state</b> clauses.
32.15 34.3 to 5.12 (41.0)	<b>Add</b> in to the <b>state</b> clauses Sub-clauses 32.15 and 34.3 to 5.1.2.
40.0 (41)	<p><b>Delete</b> in the Substitute Provisions (41.0 State Clauses) Sub-clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following Sub-clauses:</p> <p>40.1# Should any dispute between the <b>Employer</b>, his <b>Agents</b> or <b>Principal Agent</b> on the one hand and the contractor on the other arises out of this <b>Agreement</b>, such dispute shall be referred to adjudication.</p> <p>40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators nominated by the Association of South African Quantity Surveyors or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairperson for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The adjudicator shall be appointed in terms of the Adjudicators Agreement (refer to C1.4: ADJUDICATOR'S CONTRACT).</p> <p>40.3# If provided in the <b>Schedule</b>, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.</p> <p>40.4# If the <b>Schedule</b> provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>

(41.0)	<p><b><u>Add</u></b> the following Clause to the Substitute Provisions (41.0 State Clauses):</p> <p>“Notwithstanding any clause to the contrary, on cancellation of this agreement either by the <b>Employer</b> or the <b>Contractor</b>, or for any reason whatsoever, the <b>Contractor</b> shall on written instruction, discontinue with the <b>Works</b> on a stated date and withdraw himself from the <b>Site</b>. The contractor shall not be entitled to refuse to withdraw from the <b>Works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.”</p>
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**C1.5.3 DATA PROVIDED BY THE EMPLOYER**

CLAUSE	DATA PROVIDED BY THE EMPLOYER
1.2	<p><b><u>Employer:</u></b>                   <b>MAKHADO LOCAL MUNICIPALITY</b></p> <p>Postal address:               <b>PRIVATE BAG X 2596</b>  <b>MAKHADO</b>  <b>0920</b></p> <p>Physical address:           <b>MAKHADO LOCAL MUNICIPALITY</b>  <b>CIVIC CENTRE, 83 KROGH STREET,</b>  <b>MAKHADO</b>  <b>0920</b></p> <p>Contact person:           <b>Ms L Thulare</b></p> <p>Telephone no:               <b>015 519 3000</b></p> <p>Facsimile no:               <b>015 516 1195</b></p>
5.1	<p><b><u>Principal Agent:</u></b>           <b>Tshashu Consulting and Project Managers</b></p> <p>Physical address:           <b>06 Hans van Rensburg, Suite 11, Polokwane, 0700</b></p> <p>Contact person:           <b>Mr P.D Neluheni</b></p> <p>Telephone no:               <b>015 291 4365</b></p> <p>Facsimile no:               <b>015 291 5392</b></p>
5.2	<p><b><u>Agent 1:</u></b> .....</p> <p><b>Quantity Surveyor</b></p> <p>Telephone No:.....</p> <p>Contact person:.....</p> <p><b><u>Agent 2:</u></b> .....</p> <p><b>Civil/Structural Engineers</b></p> <p>Telephone No:.....</p> <p>Contact person:.....</p>



CLAUSE	DATA PROVIDED BY THE EMPLOYER
	<p><b>Agent 3:</b> .....</p> <p><b>Electrical Engineers</b></p> <p>Telephone No:.....</p> <p>Contact person:.....</p>
1.1	<b>Works</b> description (refer to PART C3: SCOPE OF WORK).
1.1	<b>Site</b> description (refer to PART C4: SITE INFORMATION).
1.1 22.2	The <b>Works</b> or installations to be undertaken by <b>direct contractors</b> comprise: <b>N/A</b>
41.0 31.11.2 11.2 31.4.2 26.1.2	<p><u><b>The Employer is an organ of State</b></u></p> <ul style="list-style-type: none"> <li>The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.</li> <li>Lateral support insurance is not to be affected by the Contractor.</li> <li>Payment will be made for materials and goods:</li> </ul> <p>Such advance shall not exceed 80% of the materials. After 80% of the work of the Contract has been paid for, no advance as aforesaid shall be made.</p> <ul style="list-style-type: none"> <li>Extended defects liability period will apply to the following elements:</li> </ul> <p>Any leakage in the roof, and any damage to the Works caused thereby, arising from faulty materials or workmanship occurring within a period of 365 calendar days after the completion of the Works shall be made good by the Contractor at his own cost. If no heavy rain falls during the period of 365 calendar days as aforesaid, this period shall be extended as necessary to permit a test of the roof by sufficiently heavy rain.</p>
15.2.1	Possession of the Site is to be given within approximately <b>14 (fourteen) days</b> after the dispatch date of the Letter of Acceptance. The successful tenderer will be notified in writing of the official commencement date of the Contract, ie the date on which possession of the site is given to the Contractor.
15.3	<p><i>The period for the commencement of the <b>Works</b> after the <b>Contractor</b> takes possession of the site is <b>14(fourteen) working days</b>.</i></p> <p><i>For the <b>Works</b> as a whole:</i></p> <p><i>The date for <b>practical completion</b> is <b>09 months after the date of possession of the site</b>.</i></p> <p><i>The penalty per <b>calendar day</b> is <b>R 3 000.00</b>.</i></p>

CLAUSE	DATA PROVIDED BY THE EMPLOYER
1.2	The Law applicable to the agreement shall be that of the <b>Republic of South Africa</b> .
10.1, 10.2 12.1, 12.2	<p><b>Contract Insurance</b> shall be taken out by the <b>Employer</b> in the joint names of the Contractor and the Employer. Any excess in respect of a claim is to be paid for by the Contractor (refer to C1.2.2: CONTRACT DATA).</p> <p><b>Contract Works Insurance</b> is to be affected by the <b>Employer</b> for a sum not less than the <b>Contract Sum</b> with a deductible of <b>R5 000,00 (Five thousand Rand)</b> for each and every occurrence.</p>
	<b>Supplementary Insurance</b> is required and shall be affected by the <b>Employer</b> . Such insurance shall be for <b>Special Risks</b> issued by the South African Special Risk Insurance Association (SASRIA)
11.2 12.1	<u><b>Public Liability Insurance</b> is to be affected by the <b>Employer</b> with a deductible of <b>R5 000.00 (Five thousand Rand)</b> for each and every occurrence.</u>
11.2 12.1	<p><b>Support Insurance</b> to be effected by the Employer for the sum of:-</p> <p>R ..... (in figures)</p> <p>.....</p> <p>..... (in words)</p> <p>with a deductible in an amount that the contractor deems appropriate.</p> <p><b>N/A</b></p>
3.3 15.1.3 31.16.2	<u>A waiver of the <b>Contractor's</b> lien or right of continuing possession is required.</u>
3.7	<u><b>1 (One) copy/ies</b> of the construction documents are to be supplied to the <b>Contractor</b> free of charge.</u>
3.4	<u><b>JBCC Engineering General Conditions</b> are <b>not</b> to be included in the contract document.</u>
31.5.3	The contract value is <b>not</b> to be adjusted using <b>CPAP Indices</b> .
31.3	There is <b>no latest day</b> of the month for the issue of <b>an interim payment certificate</b> .
14.5	The Employer will not provide advanced payments against an advanced payment guarantee

CLAUSE	DATA PROVIDED BY THE EMPLOYER
14.2, 14.4	<p>When called upon by the Employer to do so and prior to the signing of the Contract, the Contractor shall provide a Construction Guarantee from a bank, insurance or similar financial company approved by the Chief Financial Officer as <b>security</b> for the due fulfilment and completion of the Works as set out in C1.2: CONTRACT DATA.</p> <p><b>The security so provided shall be held by the Employer until completion of the works., and may be called up at any time as provided for under Clause 36 and 37 hereof.</b></p>
40.0	Dispute resolution shall be by <b>Adjudication</b> .

**C1.5.4 DATA PROVIDED BY THE SERVICE PROVIDER**

CLAUS	DATA PROVIDED BY THE TENDERER
1.2	<p><b>Legal Name of Tenderer:</b> .....</p> <p><b>Postal address:</b> .....</p> <p><b>Physical address:</b> .....</p> <p>.....</p> <p><b>Telephone:</b> .....</p> <p><b>Cell No:</b> .....</p> <p><b>E-mail address:</b> .....</p> <p><b>Facsimile:</b> .....</p>



## MAKHADO LOCAL MUNICIPALITY

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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### PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS .....	C.40
C2.2	BILL OF QUANTITIES .....	C.44

## C2.1 PRICING INSTRUCTIONS

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

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

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

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

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

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

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

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities

are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered

rates, the extensions and the tender sum.

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

The following abbreviations are used in the bill of quantities:

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

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

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



16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the set LI requirement, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the set LI target and constructed a LI-marked activity through other means, he **will not be paid** for that activity.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc.) shall be deemed to be included in the rates for Labour Intensive items.



## **MAKHADO LOCAL MUNICIPALITY**

**TENDER NO: 54/2021**

**FOR**

**ERF 210 BURGER STREET MARKET REVITALIZATION PROJECT**

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### **C2.2 BILL OF QUANTITIES**

## **SCHEDULE A – BOQ**



Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 1</u></b>			
	<b><u>BILL NO.1</u></b>			
	<b><u>PRELIMINARIES</u></b>			
	<b>9 <u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Preliminaries</u></b>			
	<p>The JBCC Preliminaries Code 2103, May 2005 Edition for use with the JBCC Principal Building Agreement, Edition 4.1, Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked N/A, meaning "NOT APPLICABLE"</p>			
	<b><u>Pricing of preliminaries</u></b>			
	<p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories with the applicable amount entered against each relevant category, where "Fixed" denotes a fixed amount (amount not to be varied), "Value" denotes an amount variable in proportion to value and "Time" denotes an amount in proportion to time</p>			
1	<b>A8 WORKS RISK</b>			
	Clause 8.0			
	Fixed:30 365.18 Value:_____Time:45 547.78			
		Item		
	<b>Carried to Collection</b>		R	
	Section No. 1			
	Preliminaries and generalis			
	Bill No. 1			
	Preliminaries and generalis			
	<b>PREPARED BY: TS CONSULTING AND PROJECT MANAGERS</b>			

2 **A10 WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

3 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed:R 30 365.18 Value:\_\_\_\_\_Time:R 45  
547.78

Item

**4: MANAGEMENT OF CONTRACT**

4 ***Management of the works***

Fixed:R 51 620.80 Value:\_\_\_\_\_Time:R 77  
431.20

Item

**6: TEMPORARY WORKS AND PLANT**

5 ***Deposits and fees***

Fixed:R 96 792.97 Value:\_\_\_\_\_Time:R 145  
189.46

Item

6 ***Enclosure of the works***

Fixed:R 18 219.11 Value:\_\_\_\_\_Time:R 27  
328.66

Item

7 ***Plant, equipment, sheds and offices***

Fixed:R 36 438.22 Value:\_\_\_\_\_Time: R 54  
657.33

Item

8 ***Main notice board***

Fixed:R 18 978.24 Value:\_\_\_\_\_  
Time:\_\_\_\_\_

Item

**Carried to Collection**

R

Section No. 1

Preliminaries and general

Bill No. 1

Preliminaries and general

**PREPARED BY: TS CONSULTING AND  
PROJECT MANAGERS**

**7: TEMPORARY SERVICES****9 Water**

Fixed:R 18 219.11 Value:\_\_\_\_\_Time:R 27  
328.66

Item

**10 Electricity**

Fixed:R 18 219.11 Value:\_\_\_\_\_Time:R 27  
328.66

Item

**11 Telecommunication facilities**

Fixed:R 18 219.11 Value:\_\_\_\_\_Time:R 27  
328.66

Item

**12 Ablution facilities**

Fixed:R 18 219.11 Value:\_\_\_\_\_Time:R 27  
328.66

Item

**11: GENERAL****13 Security of the works**

Fixed:R 18 219.11 Value:\_\_\_\_\_Time:R 27  
328.66

Item

**14 Works cleaning and clearing**

Fixed:R 7 591.30 Value:\_\_\_\_\_Time:R 11  
386.94

Item

**Carried to Collection**

R

Section No. 1

Preliminaries and generalis

Bill No. 1

Preliminaries and generals

**PREPARED BY: TS CONSULTING AND  
PROJECT MANAGERS**

**15 C11 OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**

- 16 The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

- 17 Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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	<b><u>SECTION NO. 1</u></b>		
	<b><u>BILL NO.1</u></b>		
	<b><u>PRELIMINARIES</u></b>		
	<b><u>MEANING OF TERMS "TENDER / TENDERER"</u></b>		
	Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"		
	<b><u>AGREEMENT</u></b>		
	The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005		
	<b><u>PRELIMINARIES</u></b>		
	The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1, Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable"		
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<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories:</p> <p>Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p> <p>Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading</p> <p><b><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></b></p>		R
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<b><u>Definitions (A1)</u></b>			
Definitions and interpretation (clause 1)			
Clause 1.1 Definition of " <b>Agreement</b> " is amended by replacing it with the following:			
<b>Agreement</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.			
Clause 1.1 Definition of " <b>Bills of Quantities</b> " is amended by adding the following:			
"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.			
Clause 1.1 Definition of " <b>Contract Documents</b> " is amended by adding the following:			
". this Agreement and all other documents referenced therein.." after the word this document"			
Clause 1.1 Definition of " <b>Contract Drawings</b> " is amended by replacing it with the following:			
<b>Contract Drawings</b> means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender			
Clause 1.1 Definition of " <b>Contract Sum</b> " is amended by replacing it with the following:			
<b>Contract Sum</b> means the total of prices in the Form of Offer and Acceptance.			
Clause 1.1 Definition of " <b>Schedule</b> " is amended by			
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adding the following:			R
".....and in the <b>Contract Data</b> ". at the end on the sentence ending with <b>agreement</b>			
Clause 1.1 Definition of " <b>Commencement Date</b> " is added:			
" <b>Commencement date</b> " means the date that the <b>agreement</b> , made in terms of the Form of Offer and Acceptance, comes into effect			
Clause 1.1 Definition of " <b>Construction Guarantee</b> " is amended by replacing it with the following:			
" <b>Construction guarantee</b> " means guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b>			
Clause 1.1 Definition of " <b>Construction Period</b> " is amended by replacing it with the following:			
" <b>Construction period</b> " means the period commencing on the commencement date and ending on the date of practical completion			
Clause 1.1 Definition of " <b>Corrupt Practice</b> " is added:			
" <b>Corrupt Practice</b> " means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution			
Clause 1.1 Definition of " <b>Fraudulent Practice</b> " is added:			
" <b>Fraudulent Practice</b> " means a misrepresentation of			
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facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

**Security**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

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	Offer, acceptance and performance (clause 2)		
	Fixed	Item	
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	Time Related	Item	
	Documents (clause 3)		
	Clause 3.2.1 is amended by replacing "14.1" with "14.0"		
	Clause 3.7 is amended by the addition of the following:		
	<b>The contractor</b> shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract <b>on the site</b> , to which <b>the employer, principal agent and agents</b> shall have access at all times.		
	Clause 3.10 is amended by replacing the second reference to <b>"principal agent"</b> with the word <b>"employer"</b>		
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	Design responsibility (clause 4)		
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	Employer's agents (clause 5)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Contractor's site representative (clause 6)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Compliance with laws and regulations (clause 7)		
	Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification		
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Works risk (clause 8)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Indemnities (clause 9)			
Clause 9.0 is amended by adding Clause 9.1.4:			
<p>The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the <b>contractor</b>, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the <b>employer</b> is a party.</p>			
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Works insurances (clause 10)

Clause 10.0 is amended by the addition of the following clauses

**10.5 Damage to the Works**

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

**10.6 Injury to Persons or loss of or damage to Properties**

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<p>(a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>c) The <b>contractor</b> shall, upon receiving a <b>contract instruction</b> from the <b>principal agent</b>, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b></p> <p>(d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b></p>	R		
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<p>(e) Where the execution of the <b>works</b> involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the <b>contractor</b> shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the <b>works</b> has been completed</p> <p>(f) The <b>contractor</b> shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the <b>works</b></p> <p><b>10.7 High risk insurance</b></p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p><b>10.7.1 Damage to the works</b></p> <p>The <b>contractor</b> shall, from the commencement <b>date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b> bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary</p>	R		
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When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor

**10.7.2 Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

**10.7.3** It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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10.7.4	The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and		
10.7.3.	Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Liability insurances (clause 11)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Effecting insurances (clause 12)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	No clause (clause 13)		
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Security (clause 14)

Clause 14.0 is amended by:-

- i) The addition of the following clauses:-

Clause 14.7.3

"Hand the site over to the **contractor** subject to agreement that shall be made between the **employer** and the **contractor**"

Fixed

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<b><u>Execution (A15 - A23)</u></b>			R
Preparation for and execution of the works (clause 15)			
Clause 15.1.1 is amended by replacing it with:			
No clause			
Clause 15.1.2 is amended by replacing it with:			
The <b>security</b> selected in terms of 14.0			
Clause 15.1 is amended by the addition of the following clause:			
15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, at the date of <b>site</b> possession			
Clause 15.2.1 is amended by replacing it with the following clause:			
Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1			
Fixed	Item		
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Access to the works (clause 16)			
Fixed	Item		
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	Contract instructions (clause 17)		
	Fixed	Item	
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	Time Related	Item	
	Setting out of the works (clause 18)		
	<p>The <b>contractor</b> shall notify the <b>principal agent</b> if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p> <p>The <b>contractor</b> shall perform tolerance control checks regularly throughout the contract period and report on this at regular intervals to the <b>principal agent</b> in the approved format. Should the <b>contractor</b> fail to comply with this requirement to the satisfaction of the the <b>principal agent</b>, progressively as the structure is being constructed, the <b>employer</b> will commission a registered land surveyor to do so on the <b>contractor's</b> behalf and at the <b>contractor's</b> expense</p>		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Assignment (clause 19)		
	Fixed	Item	
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Nominated sub-contractors (clause 20)		
Clause 20.0		
Clause 20.1.3 is amended by replacing it with the following:		
No Clause		
Fixed	Item	
Value Related	Item	
Time Related	Item	
Selected sub-contractors (clause 21)		
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	Employer's direct contractors (clause 22)		
	The <b>contractor</b> shall allow the <b>direct contractors</b> and <b>employer's agents</b> access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the <b>principal agent</b> . The <b>contractor</b> shall also allow the <b>direct contractors</b> , etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their work. Attendance may be priced against the relevant specified items in the <b>bills of quantities</b>		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Contractor's domestic sub-contractors (Clause 23)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
18	<b><u>COMPLETION</u></b>		
	<b><u>Completion (A24-A30)</u></b>		
	Practical completion (clause 24)		
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Works completion (clause 25)			
	Fixed	Item	
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Final completion (clause 26)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Latent defects liability period (clause 27)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Sectional completion (clause 28)			
	Fixed	Item	
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Revision of date of practical completion (clause 29)

Clause 29.1.1 shall be deemed to be omitted and replaced by the following:

Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project

It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above

Add Clause 29.9 as follows:

Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the **works** is delayed

Add Clause 29.10 as follows:

Clause 29.10 - Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be

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<p>Clause 29.10.2 Upon receipt of such instruction, the <b>contractor</b> shall take all necessary steps to ensure that the <b>works</b> are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The <b>contractor</b> shall prove that such steps are being taken if called upon to do so</p> <p>Clause 29.10.3 The <b>contractor's</b> entitlement to compensation arising out of or in respect of any revision to the date for <b>practical completion</b> that may have been granted by the <b>principal agent</b> or alternatively where the <b>principal agent</b> has instructed the <b>contractor</b> to accelerate, shall be adjudicated strictly in terms of clause 32</p> <p>Fixed</p> <p>Value Related</p> <p>Time Related</p> <p>Penalty for non-completion (clause 30)</p> <p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p> <p>Fixed</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>	R	
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	<b>Brought Forward</b>		R
	Value Related	Item	
	Time Related	Item	
	<b><u>Payment (A31 - A35)</u></b>		
	Interim payment to the contractor (clause 31)		
	Clause 31.9 is amended by replacing "seven (7) <b>calender</b> days" with "thirty (30) <b>calender</b> days" subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due		
	Clause 31.12 is amended by deleting the following		
	Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Adjustment to the contract value (clause 32)		
	Clause 32.0		
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:		
	"due to no fault of the <b>contractor</b> "		
	Fixed	Item	
	Value Related	Item	
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	Time Related	Item	
	Recovery of expense and loss (clause 33)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Final account and final payment (clause 34)		
	Clause 34.0		
	Clause 34.2 is amended by inserting # next to 34.2		
	Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b> " with "thirty (30) <b>calendar days</b> " and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Payment to other parties (clause 35)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
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<b><u>Cancellation (A36-A39)</u></b>			R
Cancellation by employer - contractor's default (clause 36)			
Clause 36.1 is amended by the additions of the following clauses:			
36.1.3 refuses or neglects to comply strictly with any of the conditions of contract			
36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa			
36.1.5 in the judgement of the <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract			
Clause 36.3 is amended by removing the reference to "No clause" and replacing the words " <b>principal agent</b> " with " <b>employer</b> "			
Clause 36.0 is amended by the addition of the following clause:			
36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
Fixed	Item		
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<b>Brought Forward</b>		R
Value Related	Item	
Time Related	Item	
Cancellation by employer - loss and damage (clause 37)		
Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"		
Clause 37.0 is amended by the addition of the following clause:		
37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever		
Fixed	Item	
Value Related	Item	
Time Related	Item	
<b>Carried Forward</b>		
		R
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	Cancellation by contractor - employer's default (clause 38)		
	Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"		
	Clause 38.0 is amended by the addition of the following clause:		
	38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Cancellation - cessation of the works (clause 39)		
	Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) <b>working days</b> of completion of such report"		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
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**State Provisions (A41)**

State Substitutions (clause 41)

Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:

- 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4
- 40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the

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19	<b><u>SECTION B:</u></b> <b><u>PRELIMINARIES</u></b>		
	<b><u>Definition and interpretation (B1)</u></b>		
	Definition and interpretation		
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section		
	Fixed Value Related Time Related	Item Item Item	
	<b><u>Documents (B2)</u></b>		
	Checking of documents (B2.1)		
	These <b>bills of quantities</b> :		
	(1) contain pages and annexes as indexed, and;		
	(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances		
	Items in these <b>bills of quantities</b> are to be read and priced in conjunction with and the descriptions regarded as amplified by the Preambles and Supplementary Preambles and no claim arising from brevity of description of items fully described in the said Preambles and Supplementary Preambles will be entertained		
	Fixed	Item	
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	Value Related	Item	R
	Time Related	Item	
Provisional bills of quantities (B2.2)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Availability of construction documentation (B2.3)			
The minor <b>budgetary allowances</b> included in this document will be separately procured, based on multiple procurement of <b>selected sub-contractors</b> during the <b>construction period</b>			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Interests of agents (B2.4)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Priced documents (B2.5)			
	Fixed	Item	
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	Value Related	Item	
	Time Related	Item	
	Tender submission (B2.6)		
	Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b><u>The site (B3)</u></b>		
	Defined works area (B3.1)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Geotechnical investigation (B3.2)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
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Bill No	Brought Forward	Page No	Amount
Inspection of the site (B3.3)			R
Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local <b>site</b> conditions, <b>site</b> accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the <b>works</b>			
No claims for extras arising from the <b>contractor</b> having failed to comply with this clause will be entertained			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Existing premises occupied (B3.4)			
Fixed	Item		
Value Related	Item		
Time Related	Item		
Previous work - dimensional accuracy (B3.5)			
Work executed under a previous contract and the extent thereof will be pointed out to the <b>contractor</b> by the <b>principal agent</b> on handing over of the <b>site</b>			
Fixed	Item		
Value Related	Item		
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	Time Related	Item	
Previous work - defects (B3.6)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Services - known (B3.7)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Services - unknown (B3.8)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Protection of trees, etc (B3.9)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Articles of value (B3.10)			
	Fixed	Item	
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Item

Time Related

Item

Inspection of adjoining properties, etc (B3.11)

Fixed

Item

Value Related

Item

Time Related

Item

### Management of contract (B4)

### Management of the works (B4.1)

Fixed

Item

Value Related

Item

Time Related

Item

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Programming for the works (B4.2)			R
Clause B4.2 is hereby amended by the addition of the following:			
Programme			
The <b>contractor</b> and the <b>principal agent</b> shall agree to a contract programme for the control of the <b>works</b>			
The <b>contractor</b> shall submit a draft of the contract programme and method statement to the <b>principal agent</b> for approval together with the tender			
The <b>contractor</b> shall ensure that the contract programme:			
<ol style="list-style-type: none"> <li>1. Shall be prepared and drawn up to comply in all respects with the requirements of this <b>agreement</b></li> <li>2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the <b>employer</b></li> <li>3. shall be in accordance with the dates given herein for possession and practical completion</li> <li>4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis; and</li> <li>5. shall be accompanied by a full written method statement</li> </ol>			
The <b>principal agent</b> shall examine and comment on the contract programme and method statement within two weeks of its submission			
Following on these comments the <b>contractor</b> shall			
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<p style="text-align: center;"><b>Brought Forward</b></p> <p>amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the <b>principal agent</b> for approval within a further two weeks thereafter</p> <p>The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the <b>principal agent</b> on demand</p> <p>The acceptance by the <b>principal agent</b> of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the <b>contractor</b>, and in no way relieves the responsibility of the <b>contractor</b> to comply with the requirements of the <b>agreement</b></p> <p>No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the <b>contractor</b> regarding construction of the project and the <b>contractor</b> shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information</p> <p>Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the <b>contractor</b> shall estimate the predicted time applications on available information and quality the submission accordingly</p> <p>Development of the contract programme and method statement</p>		R
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Within two weeks of award of the contract, the **contractor** shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring

Progress of the **works** will be monitored by the **principal agent**. The **contractor** shall liaise with the **principal agent** in order to provide whatever information is required to facilitate such monitoring

Revisions to the contract programme

Revisions to the contract programme may be introduced periodically by the **contractor** subject to compliance with the contract completion and handover dates

Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the **principal agent** has sanctioned the said changes

A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the **principal agent** in accordance with the conditions of contract

Should the **contractor** fail to submit a request for revision to the construction programme, progress monitoring shall be based on the latest revised programme sanctioned by the **principal agent**

The **contractor** shall make all his necessary revisions on the approved network sheets clearly marking, inter-

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<p style="text-align: center;"><b>Brought Forward</b></p> <p>alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner</p> <p>Progress Monitoring</p> <p>The <b>contractor</b> shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be submitted at each site progress meeting and shall outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.</p> <p>The status of each activity must also be reported as follows:</p> <p>Target - If the activity is not complete, the latest predicted completion date shall be supplied</p> <p>Start - If the activity has commenced, the actual date shall be supplied</p> <p>Finish - If the activity is complete, the actual completion date shall be supplied</p> <p>Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the <b>contractor's</b> report.</p> <p>Should problems occur during the execution of the contract or the scope of <b>works</b> be increased or decreased, the <b>contractor</b> may be requested to increase the extent or the detail of the programme</p> <p>The <b>principal agent</b> may recommend action to be taken by the <b>contractor</b>, including the revision of resource</p>	R	
<p style="text-align: center;"><b>Carried to Collection</b></p>		
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levels, but this information will not be binding on the **contractor** unless the recommendations are enforced in terms of the conditions of contract by the **principal agent** and will in no way relieve the **contractor's** responsibility to comply with the requirements of the **agreement**

Extension of time

Any extension of time which is granted by the **principal agent** will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the **contractor**. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the **principal agent** shall take this into account when granting any extension of time in terms of the conditions of contract

The **contractor** agrees that the contract completion date (i.e. the date for **practical completion**) has been stipulated in the contract for the benefit of the **employer**, so that, without derogating from the generality of the foregoing principle it is provide that:

1. The **contractor** shall not be entitled to deliver the site and the works to the **employer** prior to the contract completion date
2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date, and
3. The **contractor** shall, at all times, ensure that,

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<p>notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the <b>principal agent</b> in the foregoing terms, <b>practical completion</b> and completion of the <b>works</b> shall take place strictly in accordance with this <b>agreement</b></p> <p>A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the <b>principal agent</b>, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the <b>contractor</b> to the payment by the <b>employer</b> in terms of the contract of any loss, compensation or damage whatsoever</p> <p>The <b>contractor</b> acknowledges that the <b>principal agent's</b> foregoing participation in the approval of development of, revisions to and updating of the contract programme shall take place in consultation with the <b>principal agent</b>. The <b>contractor</b> shall therefore provide the <b>principal agent</b> with such co-operation and/or information and/or access as they may reasonably require for such purposes</p>	R		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Progress meetings (B4.3)			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
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	Technical meetings (B4.4)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Labour and plant records (B4.5)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b><u>Samples, shop drawings and manufacturer's instructions (B5)</u></b>		
	Samples of materials (B5.1)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Workmanship samples (B5.2)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
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Shop drawings (B5.3)	Fixed Value Related Time Related	Item Item Item	R
Compliance with manufacturer's instructions (B5.4)	Fixed Value Related Time Related	Item Item Item	
<b><u>Temporary works and plant (B6)</u></b>			
Deposits and fees (B6.1)	Fixed  Value Related  Time Related	Item  Item  Item	
Enclosure of the works (B6.2)	Fixed  Value Related  Time Related	Item  Item  Item	
Advertising (B6.3)	Fixed	Item	
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	Water (B7.2)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Electricity (B7.3)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Telecommunication facilities (B7.4)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Ablution facilities (B7.5)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b><u>Prime cost amounts (B8)</u></b>		
	Responsibility for prime cost amounts (B8.1)		
	Fixed	Item	
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	Value Related	Item	
	Time Related	Item	
	<b><u>Attendance on nominated and selected subcontractors (B9)</u></b>		
	General attendance (B9.1)		
	The schedule rates providing for attendance on <b>nominated subcontractors</b> and other <b>contractors</b> , will be adjusted pro-rata to the value of the <b>works</b>		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Special attendance (B9.2)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Commissioning - Fuel, water and electricity (B9.3)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
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	<b><u>Financial aspects (B10)</u></b>		
	Statutory taxes, duties and levies (B10.1)		
	Provision is made in the summary of these <b>bills of quantities</b> for the inclusion of Value Added <b>Tax</b> (VAT)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Payment of preliminaries (B10.2)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Adjustment of preliminaries (B10.3)		
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities</b> "		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Payment certificate cash flow (B10.4)		
	Fixed	Item	
	<b>Carried Forward</b>		R
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**General (B11)**

Protection of works (B11.1)

Fixed

Item

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Item

Protection/isolation of existing/sectionally occupied  
works(B11.2)

Fixed

Item

Value Related

Item

Time Related

Item

Site security (B11.3)

Fixed

Item

Value Related

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Notice before covering work (B11.4)

Fixed

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Enviromental disturbance (B11.6)			
	Fixed	Item	
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Works cleaning and clearing (B11.7)			
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	Instruction manuals and guarantees (B11.10)		
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<b><u>Schedule of variables (B12)</u></b>				
<b><i>Pre-tender information (B12.1)</i></b>				
This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries				
Fixed Value Related Time Related		Item Item Item		
<b>12.1.1 Provisional bills of quantities (B12.1.1)</b>				
The quantities are provisional <b>No</b>				
<b>12.1.2 Availability of construction documentation (B12.1.2)</b>				
Construction documentation is complete <b>Yes</b>				
<b>12.1.3 Interest of agents (B12.1.3)</b> <b>No</b>				
<b>12.1.4 Defined works area (B12.1.4)</b>				
The area of the <b>works</b> to be occupied by the <b>contractor</b> , any restriction on the area and the limit of access or exit will be pointed out to the <b>contractor</b> by the <b>principal agent</b> on handing over of the site				
<b>Carried Forward</b>				
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**12.1.5 Geotechnical investigation (B12.1.5)**

The geotechnical report is available for viewing  
at the offices of the **principal agent**

Yes

**12.1.6 Existing premises occupied (B12.1.6)**

[3.4] Specific requirements:

The **contractor** shall execute the **works** with as  
little noise and disturbance as possible

**12.1.7 Previous work - Dimensional accuracy  
(B12.1.7)**

[3.5] Details:

No additional details

**12.1.8 Previous work - defects**

[3.6] Details:

No additional details

**12.1.8 Services - known (B12.1.9)**

[3.7] Details:

Existing services and points of connection are  
shown on site plan and/or will be pointed out on site by  
the **principal agent**

**12.1.10 Protection of trees**

[3.9] Specific requirements:

No trees to be damaged or removed except  
those specifically designated in writing by the **principal  
agent**

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<b>12.1.11 Inspection of adjoining properties</b>		
[3.11] Specific requirements: None		
<b>12.1.12 Enclosure of the works</b>		
[6.2} Specific requirements: Areas where work is taking place shall at all times be blocked off by appropriate means		
<b>12.1.13 Offices</b>		
[6.4.3] Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b> , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times		
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**12.1.14 Main notice board**

- [6.5] Specific requirements:  
The **contractor** shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

**12.1.15 Subcontractors' notice board**

- [6.6] A notice board is required (yes/no)  
**No** Specific requirements:

**12.1.16 Water**

- [7.2] Option A (by **contractor**) (yes/no)  
**Yes**

**12.1.17 Electricity**

- [7.3] Option A (by **contractor**) (yes/no)  
**Yes**

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<b>12.1.18 Telecommunications</b>		
[7.4] Telephone (yes/no) <b>Yes</b>		
Facsimile (yes/no) <b>Yes</b>		
E-mail (yes/no)		
<b>12.1.19 Ablution facilities</b>		
[7.5] Option A (by <b>contractor</b> ) (yes/no) <b>Yes</b>		
Option B (by <b>employer</b> ) (yes/no) <b>No</b>		
<b>12.1.20 Protection of existing/sectionally occupied works</b>		
[11.2] Protection is required (yes/no) <b>Yes</b>		
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**12.1.21 Special attendance**

The **contractor** must obtain information from all **subcontractors** at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance

[9.2] **Subcontractor (1) Details:**

**Subcontractor (2) Details:**

**Subcontractor (3) Details:**

**12.1.22 Protection of the works**

[11.1] Specific requirements:  
All work that requires protection during construction must be adequately protected up to **practical completion** by the **contractor**

**12.1.23 Disturbance**

[11.5] Specific requirements:  
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

**12.1.24 Environmental disturbance**

[11.6] Specific requirements:  
None

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	<b>Post-tender information (B12.2)</b>		
	All post-tender information for this section will be determined once tender is awarded		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b>12.2.1 Payment of preliminaries</b>		
	[10.2] Option A (prorated) (yes/no)		
	<b>Yes</b>		
	Option B (calculated) (yes/no)		
	<b>No</b>		
	<b>12.2.2 Adjustment of preliminaries</b>		
	[10.3] Option A (three categories) (yes/no)		
	<b>Yes</b>		
	Option B (detailed breakdown) (yes/no)		
	<b>No</b>		
	<b>12.2.3 Additional agreed preliminaries items</b>		
	Details:		
	None		
	<b>Other post tender information (B12.3)</b>		
	All post-tender information for this section will be determined once tender is awarded		
	Fixed	Item	
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<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>		
<p><b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>		
<b>Clause C1 - Contract drawings</b>		
<p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the <b>works</b> to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p>		
<p>Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p>		
Fixed	Item	
Value Related	Item	
Time Related	Item	
<b>Clause C2 - General Preambles</b>		
<p>The preambles and supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the <b>bills of quantities</b> and be referred to for the full descriptions of work to be done and materials to be used</p>		
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<b>Clause C3 - Site instructions</b>		Item	R
All <b>site</b> instructions issued on site shall be recorded in writing within seven (7) calendar days in <b>site</b> instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said <b>site</b> instruction book shall be kept on <b>site</b> at all times for the exclusive use of recording <b>site</b> instructions only			
<b>Site</b> instructions may be issued by the architect or any of the consultants only. Copies of the <b>site</b> instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the <b>site</b> instruction book			
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
<b>Clause C4 - Trade Names</b>			
Wherever a trade name for any product has been described in the <b>bills of quantities</b> , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders			
If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for			
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<b>Clause C5 - Overtime</b>		
Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the <b>contractor</b> unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the <b>employer</b>		
Fixed	Item	
Value Related	Item	
Time Related	Item	
<b>Clause C6 - As-built drawings</b>		
The position of construction breaks and the extent of individual concrete pours are to be recorded by the <b>contractor</b> on the structural engineer's drawings and are to be submitted to the <b>principal agent</b> and the structural engineer for their records		
Fixed	Item	
Value Related	Item	
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	<b>Clause C5 - Labour record</b>		
	At the end of each week the <b>contractor</b> shall provide the <b>principal agent</b> with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all <b>subcontractors</b> on the <b>works</b> each day		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b>Clause C6 - Plant record</b>		
	At the end of each calendar week the <b>contractor</b> shall provide the <b>principal agent</b> with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the <b>works</b>		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b>Clause C7 - Non-cession of monies</b>		
	The <b>contractor</b> shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract		
	Fixed	Item	
	Value Related	Item	
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<b>Clause C8 - Occupational Health and Safety Act</b>		Item	R
The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).			
It is required of the <b>contractor</b> to thoroughly study the <b>latest</b> Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b> .			
The <b>contractor</b> must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b> , notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.			
Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.			
Fixed		Item	
Value Related		Item	
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<b>Clause C9 - Viewing of the site in security areas</b>			
The <b>site</b> is not situated in a security area			
	Fixed	N/A	
	Value Related	N/A	
	Time Related	N/A	
<b>Clause C10 - Commencement of works in security areas</b>			
The <b>works</b> are not situated inside a security area			
	Fixed	N/A	
	Value Related	N/A	
	Time Related	N/A	
<b>Clause C11 - Entrance permits to security areas</b>			
As the <b>works</b> do not fall within a security area there is no need for the <b>contractor</b> to obtain entrance permits for his personnel and workmen entering the area			
	Fixed	N/A	
	Value Related	N/A	
	Time Related	N/A	
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**Clause C12 - Security check of personnel**

The **works** is not situated in a security area and there is no need for the **contractor** to have his personnel and workmen, or a certain number of them, security classified

Fixed

N/A

Value Related

N/A

Time Related

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**Clause C13 - HIV/Aids awareness**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed

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	<b>Clause C13.1 - Awareness champion</b>		
	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b>Clause C13.2 - Awareness workshop</b>		
	Selection and appointment of a competent Service Provider approved by the <b>principal agent</b> , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification		
	Fixed	Item	
	Value Related	Item	
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	<b>Clause C13.3 - Posters, booklets, videos, etc.</b>		
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<b>Clause C13.4 - Access to condoms</b>		
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification		
	Fixed	Item	
	Value Related	Item	
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<b>Clause C13.5- Monitoring</b>	Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification	Item Item Item	R
<b>Clause C14 - Co-operation of contractor for cost management</b>	It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The <b>principal agent</b> undertakes to make available to the <b>contractor</b> all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the <b>contractor</b> shall attend all cost plan review and cost management meetings. The <b>contractor</b> undertakes to extend these procedures, as necessary, to all <b>subcontractors</b>	Item Item Item	R
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**Clause C15 - Testing of windows for watertightness**

Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent**, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed

Item

Value Related

Item

Time Related

Item

**Clause C16 - Testing of flat roof for watertightness**

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the **principal agent**, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Fixed

Item

Value Related

Item

Time Related

Item

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	<b><u>BILL NO. 2</u></b>			
	<b><u>DEMOLITIONS</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>View site</u>			
	Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
	<u>Explosives</u>			
	No explosives whatsoever may be used for demolition purposes unless otherwise stated			
	<u>General</u>			
	Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<b><u>Demolishing and removing</u></b>			
1	Provide the amount of R45,000.00 ( Forty Five thousand Rand) for demolition of Zinc hawker stalls	Item		45 000.00
2	Provide the amount of R40,000.00 ( Forty Five thousand Rand) for demolition of Wooden hawker stalls	Item		40 000.00
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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO 2</u></b>			
	<b><u>BILL NO 2</u></b>			
	<b><u>ALTERATIONS (LI)</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "Construction Works: Specification:General Specifications (PW371-A) Edition 2.0".			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>View site</u>			
	Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variation of the contract sum in the respect of the nature and extent of the work or of inferior or damaged materials will be entertained.			
	<u>Explosives</u>			
	No explosives whatsoever may be used for demolition purposes unless otherwise stated			
	<u>General</u>			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.			
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and			
	<b>Carried to Collection</b>		R	
	Section No. 2 BUILDING WORKS Bill No. 2 Alterations <b>PREPARED BY: TS CONSULTING AND PROJECT MANAGERS</b>			

removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent

Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before reifying including taking off, easing and rehanging, cramping up, re- wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes matching existing

With regard to building up of openings in existing walls, cement screeds and paving, granolithic, tops of walls, etc, shall be leveled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

#### **TEMPORARY BARRIERS ,SCREENS, ETC**

#### **REMOVAL OF EXISTING WORK**

#### **Lift and removing pre-cast concrete paving including bedding, etc**

1	Remove 60mm paving and store for later re-use	m2	385
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	<b><u>BILL NO.3</u></b>			
	<b><u>FOUNDATIONS</u></b>			
	<b><u>EARTHWORKS</u></b>			
	For preambles see "Specificaions of material and methods to be used - PW371"			
	<b><u>Site clearence</u></b>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc.as item 2/65	m2	2 100	
2	Stripping average 100mm thick layer of top soil and stockiling on site	m2	2 100	
	<b><u>EXCAVATION,FILLING,ETC OTHER THAN BULK</u></b>			
	<b><u>Exavation in earth not exceeding 2m deep</u></b>			
3	Trenches	m3	440	
	<b><u>Extra over trench and hole excavation in earth for excavation in</u></b>			
4	Soft rock	m3	24	
	<b><u>Extra over all excavations for carting away</u></b>			
5	Surplus material from excavations on site to a dumping site to be located by the contractor	m3	170	
	<b><u>Risk of collapse of excavations</u></b>			
6	Sides of trench and hole excavations not exceeding 1,5m deep	m2	870	
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	<u>Keeping excavations free of water</u>				
7	Keeping excavations free of all water other than subterranean water		Item		
	<u>Earth filling obtained from the excavation and / or prescribed stock piles on site including compacted to 93% mod AASHTO density</u>	m3	470		
8	Under floors, steps, paving, etc				
9	Backfilling to trenches, holes, etc	m3	270		
	<u>Earth filling supplied by the contractor compacted to 93% mod AASHTO density</u>	m3	125		
10	Under floors, steps, paving etc.				
	<u>Compaction of surfaces</u>				
11	Compaction of ground surface in trenches ect including scarifying for a depth of 150mm, breaking down oversize material,adding suitable material where necessary and compacting to 93% mod AASHTO density	m2	450		
12	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	82		
	<u>Prescribed density tests on filling</u>				
13	"Modified AASHTO Density" test	No	60		
	<u>SOIL POISONING</u>				
	<u>Soil insecticide</u>				
14	To bottoms and sides of trenches etc	m2	720		
15	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	820		
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**CONCRETE, FORMWORK AND  
REINFORCEMENT**

**UNREINFORCED CONCRETE CAST AGAINST  
EXCAVATED SURFACES**

**REINFORCED CONCRETE CAST AGAINST  
EXCAVATED SURFACES**

25MPa/19mm concrete

16	Strip footings	m3	140
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**TEST CUBES**

17	Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	Sets	20.0
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**BRICKWORK**

Brick work of NFX (14MPa nominal compressive strength) in class I mortar:

18	One brick walls	m2	450
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**BRICKWORK SUNDRIES**

Brickwork reinforcement

19	150mm Wide reinforcement built in horizontally	m	5 400
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	<b><u>BILL NO.4</u></b>			
	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	-----			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Cost of tests</u>			
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately)			
	Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (12:1), the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated			
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**Formwork**

Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself

Formworks to soffits of solid slabs etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described

Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described

Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

**REINFORCED CONCRETE****20MPa/19mm concrete**

1	Surface beds cast in panels on waterproofing.	m3	180
2	Extra over concrete for thickening size 150mm deep 200mm top and tapering to 100mm at bottom including all excavation to 100mm backfilling etc.	m	70

**30MPa/19mm concrete**

3	Slabs including beams and inverted beams	m3	20
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Concrete, Formwork and Reinforcement

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**TEST CUBES**

4	Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith. (Provisional)	Sets	40.0
---	--	------	------

**CONCRETE SUNDRIES**

Finishing top surfaces of concrete smooth with a wood float

5	Surface beds	m2	840
6	Slabs including beams and inverted beams	m2	100

**FORMWORK****ROUGH FORMWORK (DEGREE OF ACCURACY II)****Rough formwork to sides**

7	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	160
	<u>rough formwork to soffits</u>		
8	Slabs	m2	80

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	<b><u>BUILDING WORK</u></b>			
	<b><u>BILL NO. 5</u></b>			
	<b><u>MASONRY</u></b>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
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	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>BRICKWORK</u></b>			
	<u>Sizes in descriptions</u>			
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick			
	<u>Linings to concrete</u>			
	Descriptions of linings to concrete, unless otherwise described, shall be deemed to include wire ties			
	<u>Hollow walls etc</u>			
	Descriptions of hollow walls shall be deemed to include wire ties and leaving every fifth perpend of the bottom course of the external skin open as a weep hole			
	<u>Reinforced brick lintels</u>			
	Lintels shall bear at least 160mm onto adjacent walling. Where such bearing cannot be obtained due to the proximity of adjacent openings the lintel shall be continuous			
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Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

**SUPERSTRUCTURE**Brickwork of NFP bricks in class II mortar

1	Half brick walls	m2	650
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2	One brick walls	m2	845
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**20 BRICKWORK SUNDRIES**Brickwork reinforcement

3	75mm Wide reinforcement built in horizontally	m	4 060
---	---	---	-------

4	150mm Wide reinforcement built in horizontally	m	10 420
---	--	---	--------

Turning pieces

5	115mm Wide turning piece to lintels etc	m	270
---	---	---	-----

6	230mm Wide turning piece to lintels etc	m	270
---	---	---	-----

Galvanised wire ties etc

7	4mm Diameter roof tie 2m girth bent double with one end fixed to timber and other end built into brickwork (Provisional)	No	350
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	<b><u>SUPPLEMENTARY PREAMBLES</u></b>  <u>Waterproofing</u>  <b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>  <u>One layer of 375 micron Consol Plastic Brikgrip DPC"</u> <u>embossed damp proof course</u>			
1	In walls  <u>One layer of 250 micron "Consol Plastic USB Green"</u> <u>waterproof sheeting sealed at laps with "Gunplas</u> <u>Pressure Sensitive Tape"</u>	m2	770	
2	Under surface beds	m2	700	
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	<b><u>BUILDING WORK</u></b>			
	<b><u>BILL NO.7</u></b>			
	<b><u>ROOF COVERINGS ETC</u></b>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	-----			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>General</u>			
	All roof coverings, etc., to be with a covering of Z275 galvanising. All holes to be drilled and not punched			
	Where described as with "Chromadek" finish, all sheets, flashings, etc., shall be with "Chromadek" silicone polyester paint for exterior use			
	<u>Sizes</u>			
	All items are measured net unless otherwise described			
	<u>Flashings, trimming plates, etc.</u>			
	Prices to include for all cutting and waste and relevant fixing material, unless otherwise described			
	All rates for flashings, trimmings, etc., to include for forming drips and closed ends to troughs of sheet steel roof covering where applicable			
	All items are unless otherwise described measured net			
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### **PROFILED METAL SHEETING AND ACCESSORIES**

0,5mm "Brownbuilt Klip-Lok Light Industrial" galvanised troughed sheeting steel with "Chromadek - Traffic Green" finish on one side, in single lengths fixed to steel purlins or rails and 0,6mm galvanised steel accessories with "Chromadek" finish on one side, fixed to roof members by a firm of Specialists who will give a five (5) year guarantee, all in accordance with the manufacturer's instructions

1	Roof covering with pitch not exceeding 50 degrees	m2	1 255
	<u>0,5mm "Brownbuilt Klip-Lok Light Industrial" galvanised troughed sheeting steel with "Chromadek - Traffic Green" finish on one side, in single lengths fixed to steel purlins or rails and 0,6mm galvanised steel accessories with "Chromadek" finish on one side, fixed to roof members by a firm of Specialists who will give a five (5) year guarantee, all in accordance with the manufacturer's instructions</u>		
2	Counter flashings 185mm girth two times bent	m	210
3	Head wall flashings 375mm girth two times bent	m	225

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BUILDING WORKS

Bill No. 7

Roof Coverings, etc

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Item No		Quantity	Rate	Amount
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	<b><u>SUPPLEMENTARY PREAMBLES</u></b>  <u>Descriptions:</u>  Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete  Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere  <b><u>CEILING CONSTRUCTION, CORNICES, ETC.</u></b>  <b><u>Insulation</u></b>			
1	100mm glass fibre insulation blanket to manufacturer's specification, laid on ceiling.	m2	245	
	<u>Wrought meranti</u>			
2	19 x 76mm cornices and quadrant nailed	m	188	
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6,4mm Gypsum plasterboard with H-profile primed galvanised steel jointing strips

3	Ceilings including 38 x 38mm sawn softwood brander at 400mm centres and cross brander at 400mm centres	m2	245
4	Extra over ceiling for 600 x 600mm trap door of 38 x 38mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around	No	4

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Ceilings, Partitions and Access Flooring

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Item No		Quantity	Rate	Amount
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	<b><u>BILL NO.9</u></b>			
	<b><u>IRONMONGERY</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles see "Construction Specifications - General Specification (PW371-A)" and "Construction Specifications - Particular Specification (PW371-B)"			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Proprietary items</u>			
	Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items			
	Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered			
	On request returnable samples are to be provided to the principal agent for consideration			
	<u>Preparation of door frames</u>			
	Descriptions for flush bolts, door closers, floor springs, etc. shall be deemed to include all necessary preparations to door frames to accommodate same			
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"En-suite" locks

All "en-suite" locks shall be ordered to operate in a dedicated master keyed and/or grand master keyed lock system as described

**LOCKS**"Solid"

1	"Code 630" padlock	No	30
2	D032D SS Bathroom deadlock	No	14
3	Union Bathroom lock SS (2226-78SS)	No	4

"Union"

4	Masterkey	No	2
---	-----------	----	---

**21 SUNDRIES**"Union"

5	CZ 8731SC Door stop plugged	No	54
---	-----------------------------	----	----

**HANDLES. ETC**"Dorma"

6	TH125 WC SS Lever handle on rose with cylinder escutcheons	Sets	14
---	--	------	----

**LETTERS. NAME PLATES. ETC**

150 x 150 x 3mm thick "Union" aluminium standard safety signage

7	SS5066E-06SSE10 stainless steel pictogram engraved as per architects drawing	No	24
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**PUSH PLATES AND KICKING PLATES**

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Bill No. 9  
Ironmongery

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## **BATHROOM FITTINGS, KEY CABINETS, ETC**

"Servest Hygiene Ocean Range"

## "Bathroom Butler"

842 x 92 x 227mm Deep stainless steel grab rail around cistern (code GRCS01B), plugged

13	673 x 90 x 48mm Stainless steel towel rail (code 4672POLS), plugged	No	1
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BUILDING WORKS

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Ironmongery

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Ironmongery

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1,6mm Double rebated frames suitable for one brick walls

3	Frame for door 964 x 2064mm high	No	34
---	----------------------------------	----	----

### **SUNDRY METALWORK**

The following in identical steel support columns

4	Bolts, complete with nuts and two washers each	kg	60
---	--	----	----

5	76 x 76 x 3mm Tubular section columns 3050mm high	No	130
---	---	----	-----

6	100 x 100 x 5mm Tubular section columns 3050mm high	No	70
---	---	----	----

7	75 x 6mm Flat section fixing plate 120mm, twice holed for bolt and welded to top end of tubular section column (Provisional)	No	90
---	--	----	----

8	100 x 6mm Flat section fixing plate 120mm, twice holed for bolt and welded to top end of tubular section column (Provisional)	No	70
---	---	----	----

9	200 x 200 x 5mm Thick Base plate, with four holes for bolts and welded to bottom end of tubular section column	No	90
---	--	----	----

10	12mm Diameter x 75mm long sleeved masonry anchor (Provisional)	No	170
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### **WELDED SCREENS, GATES, ETC**

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Metalwork

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Gates to external doors

11	Security screen 1600 x 2100mm high comprising of 25 x 25 x 2mm hollow section frames and 25 x 25 x 2mm square section vertical rails at 75mm centres and fitted with a pair of suitable hinges welded to frames and with locking mechanism for padlock all in and including outer frame of 25 x 25 x 2mm hollow section welded frame bolted to brickwork.	No	10
12	Superstructure mesh as per architect specification	m2	1 377

**STEEL ROLLER SHUTTERS ETC**

Roller shutters fixed to brickwork or concrete (PC amount of R15 000.00 excluding VAT)

13	Roll-A-Door steel roll-up garage door to suit opening size 2185 x 2400mm high with Van Dyk Brown SC Colorcoat HPS 200 finish manually operated, including centre lift lock and rubber weather strips, handles, Roll-A-Guides, hinges, fixing bolts, tracks etc, fixed to brickwork or concrete with a minimum of 100mm sideroom and 350mm headroom. as per architects specification	No	30
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**Carried to Collection**

Section No. 2  
BUILDING WORKS  
Bill No. 10  
Metalwork

**PREPARED BY: TS CONSULTING AND  
PROJECT MANAGERS**

R

**Section No. 2**  
**BUILDING**  
**WORKS**  
**Bill No. 10**  
**Metalwork**

**COLLECTION**

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Section No. 2  
BUILDING WORKS  
Bill No. 10  
Metalwork

**PREPARED BY: TS CONSULTING AND  
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Granolithic

Granolithic shall be cured for at least seven days after laying

Coloured granolithic shall be carried out in two coats in one operation and shall be tinted to the required colour with approved colouring pigment mixed into the finishing coat. Under no circumstances is the pigment to be sprinkled on and trowelled in after the granolithic is laid

Granolithic shall be divided into panels not exceeding 6m<sup>2</sup> with V-joints and deep trowel cuts

Granolithic to stairs shall include non-slip reedings to treads

The method to be used shall be either the monolithic method or the bonded method

For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic

Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic

Granolithic shall be laid in panels not exceeding 14m<sup>2</sup> for monolithic finishes, not exceeding 9,5m<sup>2</sup> for bonded finishes and not exceeding 6m<sup>2</sup> for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width

**Carried to Collection**

Section No. 2  
BUILDING WORKS  
Bill No. 11  
Plastering

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Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints

Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels

Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels

After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated

Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying

Coloured granolithic shall be tinted with an approved colouring pigment mixed into the granolithic in the proportion of 2kg pigment per pocket of cement, of uniform appearance and consistent colour throughout

#### Skirtings

Skirtings shall not exceed 25mm thick and shall have a fair edge with arris or rounded external angle at top edge or V-joint to finish flush with plaster and coved or square junction with floor finish

#### Plaster

All plaster, other than skim plaster, shall not be less than 10mm and not more than 20mm thick

**Carried to Collection**

Section No. 2  
BUILDING WORKS  
Bill No. 11  
Plastering

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General

Rates for plastering described as being on walls shall include concrete columns, beams and lintels flush with the face of the wall

Textured finishes

All textured finishes are to be applied to the satisfaction of the principal agent and executed by an approved firm of specialists, all strictly in accordance with the materials supplied and methods employed by the manufacturer

Rates tendered are to include for all necessary priming, preparatory work, etc

**SCREEDS**Screeds steel trowelled on concrete

1	30mm Thick to floors and landings	m2	1 080
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**INTERNAL PLASTER**Cement plaster steel trowelled, on brickwork

2	On walls	m2	690
3	On narrow widths	m2	70
4	Soffit of slabs	m2	300

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Section No. 2  
BUILDING WORKS  
Bill No. 11  
Plastering

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Section No. 2

BUILDING WORKS

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Plastering

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO.2</u></b>			
	<b><u>BUILDING WORK</u></b>			
	<b><u>BILL NO.12</u></b>			
	<b><u>PLUMBING AND DRAINAGE</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles see "Construction Specifications - General Specification (PW371-A)" and "Construction Specifications - Particular Specification (PW371-B)"			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Regulations</u>			
	All work on the plumbing and drainage installation shall be executed in accordance with the statutory regulations and only registered plumbers shall be employed on any fire water installation on this contract. A Certificate of Compliance to be issued by the registered plumber upon completion			
	<u>Prices</u>			
	Prices must include for arranging joints at convenient points, embedding in concrete or for rough cutting around brickwork as the work proceeds			
	No distinction has been made between pipes chased in walls, fixed in ceilings, roofs, floors, columns, slabs, etc or for different finishes to these elements and has been dedcribed as "pipes".			
	Prices shall therefore include for all holderbats, brackets, clips, bands, etc and building in or chasing of same, holes through brickwork, concrete, etc and for making good facings, plaster, granolithic and other in-situ finishes as necessary			
	<b>Carried to Collection</b>		R	
	Section No. 2 BUILDING WORKS Bill No. 12 Plumbing and Drainage <b>PREPARED BY: TS CONSULTING AND PROJECT MANAGERS</b>			

Prices to fixing of sanitary fittings etc shall include for setting up and fixing in position as described, joints to soil, waste and supply pipes as the case may be, making good finishes around and for protecting fittings from injury during subsequent building operations

#### Excavations

Prices for all excavations must include for necessary staging and for the risk of collapse of excavation side and also keeping excavations free from water

#### Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled

Where no manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001

#### Compacting

Filling for all types of pipes described as "under solid floors, etc." shall be done with approved backfilling and compacted to 93% Mod. AASHTO density, unless otherwise described

#### PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

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BUILDING WORKS

Bill No. 12

Plumbing and Drainage

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Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin wall half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016

Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained

Disinfection of water pipework

Water pipework is to be disinfected at completion

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

**Carried to Collection**

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Section No. 2  
BUILDING WORKS  
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Plumbing and Drainage

**PREPARED BY: TS CONSULTING AND  
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Stainless steel basins, sinks, wash troughs, urinals, etc

Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)

Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)

Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8)

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Sealing of edges

Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Testing

Descriptions for the testing of plumbing and drainage installations shall be deemed to cater for all testing apparatus, labour, etc. and shall be done strictly as directed by and in accordance to the principal agent's instructions, including for re-testing after taking out and making good all defective work to his entire satisfaction

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Section No. 2

BUILDING WORKS

Bill No. 12

Plumbing and Drainage

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General

Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately)

Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Mod AASHTO density and disposal of surplus material on site

Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)

Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured)

**RAINWATER DISPOSAL**

0.8mm Thick "Watertite Guttering" ogee seamless aluminium commercial and industrial type prepainted gutters and rainwater pipes

1	150 x 125mm Roof gutters	m	120
2	Extra over gutter for stopped end	No	50
3	Extra over gutter for angle	No	50
4	Extra over gutter for outlet for 100 x 75mm pipe	No	50
5	100 x 75mm Fluted rainwater pipes	m	100
6	Extra over rainwater pipe for shoe	No	50
7	Extra over rainwater pipe for eaves or plinth offset	No	40

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BUILDING WORKS

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Plumbing and Drainage

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**SANITARY FITTINGS**Wash troughs, etc

- |   |   |    |    |
|---|---|----|----|
| 8 | Reinforced concrete double compartment wash trough with outlets and three pedestals size 1400 x 530 x 340mm deep. | No | 21 |
|---|---|----|----|

- |   |                                |    |    |
|---|--------------------------------|----|----|
| 9 | Reinforced concrete waste bins | No | 24 |
|---|--------------------------------|----|----|

"DAISY"

- |    |  |    |   |
|----|--|----|---|
| 10 | Vitroous china 510x400mm semi - rectangular basin with three semi punched tapholes, intergrated overflow and chainstay hole, CODE 7008 | No | 6 |
|----|--|----|---|

**Pre-cast concrete gulleys**

- |    |  |    |    |
|----|--|----|----|
| 11 | 110mm Dished gulley not exceeding 1m deep with 150mm steel grate and standard concrete gulley surround | No | 24 |
|----|--|----|----|

Inspection chambers (covers elsewhere)

- |    |   |    |    |
|----|---|----|----|
| 12 | Inspection chamber 450 x 600mm x exceeding 750mm and not exceeding 1000mm deep internally | No | 10 |
|----|---|----|----|

Covers, etc

- |    |  |    |    |
|----|--|----|----|
| 13 | 450 x 600mm x 74kg Type 8A cast iron double seal manhole cover and frame | No | 10 |
|----|--|----|----|

**Sundries**

- |    |                                    |    |    |
|----|------------------------------------|----|----|
| 14 | 100mm Cast iron "ABC" cleaning eye | No | 12 |
|----|------------------------------------|----|----|

- |    |   |    |    |
|----|---|----|----|
| 15 | Precast concrete inspection eye marker slab set in ground | No | 16 |
|----|---|----|----|

- |    |                   |    |    |
|----|-------------------|----|----|
| 16 | 110mm Rodding eye | No | 16 |
|----|-------------------|----|----|

- |    |   |    |    |
|----|---|----|----|
| 17 | Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock | m3 | 30 |
|----|---|----|----|

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Plumbing and Drainage

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18	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in hard rock	m3	35
	<u>Sundries</u>		
19	Testing waste pipe system		Item
	<b><u>WATER SUPPLIES</u></b>		
	<u>HDPE polyethelene Class 12 piping with butwelding type pressure fittings</u>		
20	50mm Pipe and excavation not exceeding 1m deep	m	245
	<u>Extra over HDPE polyethylene pipes for fittings</u>		
21	50mm Fittings	No	58
22	30mm Fittings (Reducers)	No	32
	<u>Extra over class 0 copper pipes for capillary fittings</u>		
23	15mm Pipes	m	322
24	22mm Pipes	m	191
	<u>Extra over class 0 copper pipes for capillary fittings</u>		
25	15mm Fittings	No	14
26	22mm Fittings	No	25
	<u>Sundries</u>		
27	Testing water pipe system		Item
	<b><u>FIRE APPLIANCES ETC</u></b>		
	<u>'Chubb' or similar "Approved"</u>		
28	9kg Dry chemical fire extinguisher as item 54/131	No	60
29	"Everyway" fire hose reel complete with 30m plastic hose, chromium plated stopcock, shut-off nozzle and wall bracket	No	4
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Sundries

30 Testing water pipe system

Item

**DRAINAGE****Money Provision:**

31 Provide a sum of R100 000,00 (One Hundred thousand rand) for construction of Drainage not clearly defined at the time of tender

Item

100 000.00

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BUILDING WORKS

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Plumbing and Drainage

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	<b><u>SECTION NO.2</u></b>			
	<b><u>BUILDING WORK</u></b>			
	<b><u>BILL NO. 13</u></b>			
	<b><u>PAINTWORK</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles see "Construction Specifications - General Specification (PW371-A)" and "Construction Specifications - Particular Specification (PW371-B)"			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Paint</u>			
	All paint, complete with undercoat, primer, etc., to be used strictly in accordance with the manufacturer's specification. Only paint which bears the described trade names will be permitted on site. No substitution will be allowed unless approved by the Principal Agent in writing			
	Contractors to ensure that all surfaces are clean and dry in accordance with the manufacturer's specification. Data sheets to be provided by a representative of the manufacturer stating the moisture content before any paintwork commence. The applicable guarantees must be provided by the manufacturer			
	Knots in wood to be cleaned from resin with laquer thinners and treated with "Plascon Woodcare Knot Seal (PK 2)". Allow to dry completely before proceeding with varnish/painting			
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	Section No. 2			
	BUILDING WORKS			
	Bill No. 13			
	Paintwork			
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Colours

Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards

**PAINTWORK ETC TO NEW WORK****ON INTERNAL FLOATED PLASTER SURFACES**

Prepare and prime with "Midas Steracon" plaster primer and apply two finishing coats "Midas Steracon" fully washable satin sheen acrylic emulsion paint

1	On internal walls	m2	305
2	On external walls	m2	385

**ON EXTERNAL FLOATED PLASTER SURFACES****ON PLASTERBOARD SURFACES**

3	On internal ceilings and coved cornices	m2	200
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**ON FIBRE-CEMENT BOARD SURFACES**

Prepare and prime with "Plascon Plaster Primer (UC 56)" and apply two finishing coats "Plascon Super Acrylic Polvin" PVA paint

4	On fascias and barge boards	m2	45
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**ON METAL SURFACES**

One coat cleaning agent and spray two coats ceramic based liquid thermal coating

5	On corrugated iron roof sheeting	m2	264
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**Carried to Collection**

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Section No. 2  
BUILDING WORKS  
Bill No. 13  
Paintwork

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## ON WOOD SURFACES

8	On skirtings, rails, cornices etc not exceeding 300 mm girth	m	150
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9	On roof timbers at eaves and verges	m2	33
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Bill No. 13

Paintwork

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO.3</u></b>			
	<b><u>BILL NO.1</u></b>			
	<b><u>CIVIL WORKS (PROVISIONAL)</u></b>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Carting away of excavated material</u>			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	<u>Concrete</u>			
	<u>Concrete</u>			
	<u>Cost of test</u>			
	Cost of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200G shall include the tests of providing cubes mould necessary for the purpose, for testing costs and submitting reports on the tests to the representative /Agent. The testing shall be under taken by an independent firm or institution nominated by the contractor to the approval of the Representative/Agent. Test cubes are measuresured separately.			
	<b>Carried to Collection</b>		R	
	Section No. 3 CIVIL AND STRUCTURAL WORKS Bill No. 1 Civil and structural works <b>PREPARED BY: TS CONSULTING AND PROJECT MANAGERS</b>			



Formwork

Description of formwork shall deemed to include use and waste only (except where described as "left" or "permanent") for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy realese during stripping and for reconditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

Formwork to sides of bases, pile caps, ground beams, etc will be only measured where it is prescribed by the Representative/Agent for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of excavations, provision for which is made in "Earthwork"

BRICKWORKSizes in descriptions

Where sizes in descriptions are given in brick unit, "one brick" shall represent the length and "half brick" the width of a brick

Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour

**Carried to Collection**

Section No. 3

CIVIL AND STRUCTURAL WORKS

Bill No. 1

Civil and structural works

**PREPARED BY: TS CONSULTING AND  
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**"Polycop" polypropylene pipes:**

Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated

Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

**"Polylink" polypropylene pipes:**

Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints

Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured

Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers

Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers

Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

**Concrete pipes:**

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

**Carried to Collection**

Section No. 3

CIVIL AND STRUCTURAL WORKS

Bill No. 1

Civil and structural works

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**uPVC pipes and fittings:**

Soil, waste and vent pipes and fittings shall be solvent weld jointed

**uPVC pressure pipes and fittings:**

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

**Reducing fittings**

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

**Exposed concrete surfaces**

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

**Excavations**

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

**Carried to Collection**

Section No. 3

CIVIL AND STRUCTURAL WORKS

Bill No. 1

Civil and structural works

**PREPARED BY: TS CONSULTING AND  
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**Laying, backfilling, bedding, etc. of pipes**

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

**WASTE COLLECTION AREA****WASTE COLLECTION AREA**Digging up topsoilBulk excavation

1	Bulk excavation not exceeding 2m deep	m3	500
2	Bulk excavation exceeding 2m deep and not exceeding 4m	m3	375
<u>Extra over bulk excavation in earth for excavation in</u>			
3	Soft rock	m3	88

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4	Hard rock	m3	9
	<u>Extra over all excavations for carting away</u>		
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	875
	<u>Keeping excavations free of water</u>		
6	Keeping excavations free of water other than subterranean water		Item
	<u>Compaction of surfaces</u>		
7	Compaction of ground surfaces under parking areas, pavings etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	250
	<u>Selected earth filling (G7) obtained from the excavations and/or prescribed stock piles on site, compacted to 93% Mod AASHTO density</u>		
8	Over site to form levels	m3	13
	<u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u>		
9	"Modified AASHTO Density" test	No	5
	<u>Weedkiller (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrisien 248,6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/m2</u>		
10	Under floors, steps, paving etc.	m3	210

**CONCRETE, FORMWORK AND REINFORCEMENT**

**UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**

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**REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**25MPa/19mm concrete

11	Strip footings	m3	9
----	----------------	----	---

**TEST CUBES**

12	Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	Sets	9.0
----	--	------	-----

**BRICKWORK**Brick work of NFX (14MPa nominal compressive strength) in class I mortar:

13	One brick walls	m2	79
----	-----------------	----	----

**BRICKWORK SUNDRIES**Brickwork reinforcement

14	150mm Wide reinforcement built in horizontally	m	240
----	--	---	-----

**SUPERSTRUCTURE**Brickwork of NFP bricks in class II mortar

15	One brick walls	m2	290
----	-----------------	----	-----

**BRICKWORK SUNDRIES**Brickwork reinforcement

16	150mm Wide reinforcement built in horizontally	m	705
----	--	---	-----

Skip Bins with capacity over 500l (PC amount of R25 000.00 excluding VAT)

17	Skip Bin as per drawing	No	3
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**ROADWORK, SIDEWALKS, ETC****Carried to Collection****R**

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**ROADWORK, PARKING AREAS AND PAVING**Digging up topsoil

- |    |  |    |       |
|----|--|----|-------|
| 18 | Digging up topsoil to an average depth of 100mm and preserving for use as filling and/or landscaping | m2 | 2 100 |
|----|--|----|-------|

Open face excavation in earth over sloping site

- |    |   |    |     |
|----|---|----|-----|
| 19 | Open face excavation to reduce levels not exceeding 2m deep | m3 | 210 |
|----|---|----|-----|

Extra over bulk excavation in earth for excavation in

- |    |           |    |   |
|----|-----------|----|---|
| 20 | Soft rock | m3 | 1 |
|----|-----------|----|---|

- |    |           |    |   |
|----|-----------|----|---|
| 21 | Hard rock | m3 | 1 |
|----|-----------|----|---|

Extra over all excavations for carting away

- |    |  |    |    |
|----|--|----|----|
| 22 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m3 | 32 |
|----|--|----|----|

Keeping excavations free of water

- |    |   |  |      |
|----|---|--|------|
| 23 | Keeping excavations free of water other than subterranean water |  | Item |
|----|---|--|------|

Compaction of surfaces

- |    |   |    |     |
|----|---|----|-----|
| 24 | Compaction of ground surfaces under parking areas, pavings etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density | m2 | 600 |
|----|---|----|-----|

Selected earth filling (G7) obtained from the excavations and/or prescribed stock piles on site, compacted to 93% Mod AASHTO density

- |    |                          |    |    |
|----|--------------------------|----|----|
| 25 | Over site to form levels | m3 | 42 |
|----|--------------------------|----|----|

- |    |                          |    |    |
|----|--------------------------|----|----|
| 26 | In backfill behind kerbs | m3 | 85 |
|----|--------------------------|----|----|

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	<u>Filling supplied by the contractor under parking areas, pavings, roadways, etc</u>				
27	Base course of natural gravel material (G5), compacted to 95% Mod AASHTO density including stabilization with 2% Portland cement (minimum UCS > 750kPa)	m3	30		
	<u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u>				
28	"Modified AASHTO Density" test	No	30		
	<u>Weedkiller (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasion 248,6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/m2</u>				
29	Under paving etc	m2	600		
	<u>60mm Thick pre cast concrete paving of 200 x 100mm coloured paving bricks in accordance with SANS 1058, laid to falls on and including 20mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u>				
30	Paving to sidewalks etc to falls	m2	625		
	<u>15MPa/19mm concrete</u>				
31	Concrete edge beams	m3	25		
	<u>Borehole</u>				
32	Provide the amount of R200,000.00 (Two hundred thousand Rand ) for borehole		Item		200 000.00
33	Allow for profit on above if required		Item		
34	Allow for attendance		Item		
	<u>Steel stand and tank</u>				
35	Provide the amount of R80,000.00 (Eighty thousand Rand ) for water tank and storage		Item		80 000.00
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36	Allow for profit on above if required		Item		
37	Allow for attendance		Item		
	<b><u>FENCING</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Welded Mesh Medium Security Fence must comply to the following:				
	<ul style="list-style-type: none"> <li>· As per PW371-A Edition 2.0</li> <li>· ISO 9001 accreditation</li> <li>· SANS 10244-2</li> <li>· Min 10 years anti corrosion guarantee</li> <li>· Shop drawings for both gates and panels to be submitted to the PA prior to fixing for approval</li> <li>· Certificate of compliance for material and installation to be issued by the manufacture and/or engineer</li> </ul>				
38	<u>Clearview security fencing system with galvanised steel mesh panels 2515 x 1800mm high reinforced with 4 x 50mm "V" recessed bands on 60mm galvanised posts including all single and double clamps complete with galvanised antivandal bolts, including all necessary excavations, concrete bases, backfilling etc.</u>	m	90		
	<b><u>Money Provision</u></b>				
39	Provide sum of R 20,000.00 (Twenty Thousand Rand) for supply and installation of main entrance double gate		Item		
40	Provide sum of R 9,108.00 ( Nine Thousand One Hundred and Eight Rands) for supply and installation of single pedestrian gate		Item		
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Civil and structural works

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THE FOLLOWING PROVISIONAL SUMS ARE FOR  
WORK TO BE EXECUTED BY SELECTED  
SUBCONTRACTORS

The following Provisional Sums are for specialists work to be executed by a selected Sub-contractor who upon appointment in terms of the Conditions of Contract shall be deemed to be a Domestic Sub-Contractor to the Contractor

A Selected Sub-Contractor shall be a Sub-contractor executing work for which a sum of money is provided for in the Bills of Quantities or a Sub-contractor executing additional specialist work which arises as a result of an instruction by the Principal Agent/Engineer

Tender documents for such work shall be prepared by the Principal Agent/Engineer in consultation with and to the approval of the Contractor and such tender document shall be issued by the Principal Agent/Engineer to a list of tenderers agreed upon between the Principal Agent/Engineer and Contractor. Tenders shall be submitted to the Principal Agent/Engineer

The Selected Sub-contractor shall be chosen by the Principal Agent/Engineer and the Contractor, and the Contractor shall satisfy himself that such selected sub-contractor can meet the requirements of the Sub-Contract agreement and the Contractor shall inform the Principal Agent/Engineer accordingly

The procedure relating to the method of selection, obtaining of tenders, adjudication thereof and the appointment of the Selected Sub-contractor shall not create any contractual relationship between the Client and the Selected Sub-contractor

Electrical installation

- 1 Provide the amount of R450,000.00 (Four Hundred and fifty thousand Rand) for Electrical installation

Item

450 000.00

- 2 Allow for profit on above if required

Item

- 3 Allow for attendance

Item

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Section No. 4  
PROVISIONAL SUMS

Bill No. 1  
PROVISIONAL SUMS

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<u>Basic Skills and Construction Training</u>			
4	Provide the amount of R80,000.00 (Eighty thousand Rand) for Basic Skills and Construction site safety Training	Item	80 000.00
5	Allow for profit on above if required	Item	
6	Allow for attendance	Item	
<u>Community Liaison Officer</u>			
7	Provide the amount of R60,000.00 (Sixty seven thousand Rand five hundred rand) for the community liaison officer	Item	60 000.00
8	Allow for profit on above if required	Item	
9	Allow for attendance	Item	
<u>PSC Attendance at Site Meeting</u>			
10	Provide the amount of R12,000.00 (Twelve thousand Rand five hundred rand) for the attendance of PSC members	Item	12 000.00
11	Allow for profit on above if required	Item	
12	Allow for attendance	Item	
<u>Temporary Services</u>			
13	Provide the amount of R100,000.00 (One hundred thousand Rand) for Temporary Services	Item	100 000.00
14	Allow for profit on above if required	Item	
15	Allow for attendance	Item	
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**C3: SCOPE OF WORK**

**C3.1: STANDARD SPECIFICATIONS**

**C3.2: PROJECT SPECIFICATIONS**

### **C3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are **Standards South Africa's Standardized Specifications for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

SANS 1200 AA	1986: GENERAL (SMALL WORKS)
SANS 1200 C 1980:	SITE CLEARANCE (amended 1982)
SANS 1200 DM	1981: EARTHWORKS (ROADS, SUBGRADE)
SANS 1200 ME	1981: SUBBASE
SANS 1200 MJ	1984: SEGMENTED PAVING
SANS 1200 MK	1983: KERBING AND CHANNELING
SANS 1200 LE	1982: STORMWATER DRAINAGE
SANS 1200 LE	1982: STORMWATER DRAINAGE
SANS 1200 LB	1983: BEDDING (PIPES)
SANS 1200 LC	1981: CABLE DUCTS
SANS 1200 MM	1984: ANCILLARY ROADWORKS
SANS 1200 DK	1984: GABIONS AND PITCHING
SANS 1200 DB	1989: EARTHWORKS (PIPE TRENCHES) (amended 1990)
SANS 1200 L 1983:	MEDIUM-PRESSURE PIPELINES
SANS 1200 D 1988:	EARTHWORKS
SANS 1200 GA	1982: CONCRETE (SMALL WORKS)

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

### **C3.2: PROJECT SPECIFICATIONS**

**STATUS .....**

#### **A: GENERAL**

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS
- PS-5 DRAWINGS
- PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-7 CONSTRUCTION PROGRAMME
- PS-8 SITE FACILITIES AVAILABLE
- PS-9 SITE FACILITIES REQUIRED
- PS-10 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-11 OCCUPATIONAL HEALTH AND SAFETY
- PS-12 ADVERSE WEATHER CONDITIONS

#### **B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

- PSAA: GENERAL (SMALL WORKS)
- PSC: SITE CLEARANCE
- PSD: EARTHWORKS
- PSDB: EARTHWORKS (PIPE TRENCHES)
- PSGA: CONCRETE (SMALL WORKS)
- PSL: MEDIUM PRESSURE PIPELINES
- PSLB: BEDDING (PIPES)

## **C3.2: PROJECT SPECIFICATIONS**

### **STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met. Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

## **A GENERAL**

### **PS-1 PROJECT DESCRIPTION**

The work to be executed under this contract comprises the civil work (Earthworks, Electricity, Building, Ablution facilities, Perimeter Fence, Paving Blocks) for the Makhado Local Municipality.

### **PS-2 DESCRIPTION OF SITE AND ACCESS**

The area of construction is situated in Makhado, ERF 210 Burger Street.

### **PS-3 DETAILS OF CONTRACT**

The project comprises the construction of associated civil services.

The work to be executed comprises *inter alia* the following components:

- Demolish existing market structures
- Earthworks
- Construction of 10 Market Structures for cooking (including eating areas)
- Construction of 10 Market Structures for selling fruits and vegetables
- Installation of kerbs and paving blocks
- Renovation of existing Ablution Block (15 female units and (10 male units + 3 urinals))
- Relocation of existing services
- Electrical installations
- 2 X 10 000L JoJo tanks for storage (with stands and a booster pump)
- Installation of a new boundary fence (Clear-Vu)

### **PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS**

A copy of the Geotechnical report is available at the offices of TS Consulting in Polokwane.

### **PS-5 DRAWINGS**

The reduced scale drawings that form part of the documents shall be used only for information purposes. Only "approved for construction" drawings may be used for the execution of the Contract. It must be noted that certain specifications which may appear on the drawings are not necessarily repeated in the Project Specifications. Where applicable certain items in the Schedule of Quantities refer to the drawings.

### **PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

#### **PS-6.1 General**

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

#### **PS-6.2 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship

in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**PS-6.3 Management and disposal of water** (Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**PS-6.4 Disposal of spoil or surplus material** (Read with SANS 1921 - 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

**PS-6.5 Testing** (Read with SANS 1921 - 1: 2004 clause 4.11)

**PS-6.5.1** Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**PS-6.5.2** Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

**PS-6.6 Survey beacons** (Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**PS-6.7 Existing Services** (Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

**PS-6.8 Management of the environment** (Read with SANS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

**PS-6.9 Overhaul**

No payment will be made for overhaul on this contract unless provision is made therefor in specific items.

**PS-6.10 Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

**PS-7 TRAINING****PS 7.1 General**

A suitably capable Training consultant is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community based labour
- ii) Employer Training – community based contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

This project is a project using community-based labour and community based contractors as far as possible.

The Contractor using the necessary plant and labour as he sees fit shall carry out conventional construction. However, the Contractor may only bring in key staff from outside the area that has the necessary skills not available among the local community. Other than key staff, all other labour must be employed from the local communities. As a guideline, key staff would include general foreman, foreman, site managers, buyers, quantity surveyors, etc.

The Training Consultant will provide the necessary training so that the local labourers will have the necessary skills to carry out this work. In this respect, the contractor and the Training Consultant will have to work closely together to identify what skills are required, how many labourers in each trade are required and when this labour will be required, so that the necessary training can be given timeously.

Typical training that is envisaged at this stage includes shuttering, concrete work, reinforcing, team leaders, etc.

The other part of the Contract is work that will be carried out by community-based contractors.

The Training Consultant will identify persons, with the assistance of the Project Steering Committee, and train these persons to establish small community based contracting firms, who will employ local labour. These firms will tender to carry out this work and successful Tenderers will be appointed by the Contractor as nominated sub contractors to execute this work.

Typical training that will be given by the Training Consultant is:

- i) Community based contractors
  - Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.

- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. No allowance needs to be made for wages, food or travelling during training.

Training of community-based contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community based contractors.

## **PS-8 CONSTRUCTION PROGRAMME**

### **PS-8.1 Preliminary programme**

The Contractor shall include with his prices a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Engineer outside the site boundaries. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalisation and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant road authorities in respect of the finalisation and approval of the works programme.

Sufficient photos of existing structures, walls, and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do the trench preparation, bedding, handling, laying and backfilling of pipes and fittings. The contractor is responsible to liaise with the Labour Desk for labourers. No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.



The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract. The contract has to be completed within the time specified in the "Contract Data" of this document, excluding the builder and public holidays.

## **PS-9 SITE FACILITIES AVAILABLE**

### **PS-9.1 Contractor's camp site and depot** *(Read with SANS 1921 - 1: 2004 clause 4.14)*

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

### **PS-9.2 Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

### **PS -9.3 Power supply, water and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

## **PS-10 SITE FACILITIES REQUIRED**

### **PS-10.1 Temporary offices**

No separate facilities are required by the Engineer.

### **PS-10.2 Laboratory facilities**

No separate laboratory facilities are required for the Engineer.

-

## **PS-11 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

### **PS-11.1 General**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004:

Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

### **PS-11.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

**PS-11.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

**PS-11.4 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

Items that may be considered for payment are specified in SANS 1200 Standardized Specifications and the related project specification

**PS-12 OCCUPATIONAL HEALTH AND SAFETY** *(Read with SANS 1921 - 1: 2004 clause 4.14)*

**PS-12.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act.

**PS-13 ADVERSE WEATHER CONDITIONS**

**Critical Path Method**

In terms of Clause SCC 42.3.2 of the Special Conditions of Contract, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

TABLE PS-12.1: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL (**Makhado**)

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	82	10
FEBRUARY	60	8
MARCH	52	8
APRIL	33	6
MAY	11	2
JUNE	5	1
JULY	3	1
AUGUST	6	1
SEPTEMBER	17	2
OCTOBER	43	7
NOVEMBER	85	10
DECEMBER	81	11

*(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Pretoria. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays in December and January.)*

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-12.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

## **B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

### **INTRODUCTION**

In certain clauses the Standard, Standardized and Particular Specifications allow a choice to be specified in the Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the Project Specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the Standard Specifications.

### **PSAA GENERAL (SMALL WORKS)**

#### **PSAA-3 MATERIALS**

##### **PSAA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

**PSAA-4. PLANT****PSAA-4.2 Contractor's Office, Stores and Services**

It is not a requirement of this contract for the Contractor to provide an approved field laboratory on site, although he may elect to do so. If no laboratory is provided, the Contractor shall nevertheless arrange to have the required quality control tests (e.g. densities, concrete strengths etc) performed by an approved commercial laboratory, and his tendered rates shall include full compensation for such tests.

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

**PSAA-5 CONSTRUCTION****PSAA-5.1 Survey****PSAA-5.1.1 Setting out of the Works**

Reference points are indicated on the drawings or will be made available on the site of the works. Additional lines and levels required for setting-out the works shall be established by the Contractor and must be checked and approved by the Engineer before commencement of construction.

**PSAA-5.5 Ground and access to works**

- **Add the following:**

"On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSAA-5.6 Accommodation of Traffic (*additional sub clause*)**

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-10.

**PSC SITE CLEARANCE****PSC-3 MATERIALS****PSC-3.1 Disposal of material**

Overhaul will not be payable on this contract.

**PSC-5 CONSTRUCTION****PSC-5.2 Cutting of Trees****PSC-5.2.1 Protection of Persons, Animals and Structures**

Before commencing work in any particular area the Contractor shall in conjunction with the Engineer's Representative compile a report on the state of repair of all adjoining fences and structures that could be affected by the Contractor's operations.

#### PSC-5.2.3 Preservation of trees

##### PSC-5.2.3.2 Individual trees

The penalty shall be R2 500-00 for every tree that is damaged or removed unnecessarily.

### **PSD EARTHWORKS**

#### PSD-3 **MATERIALS**

##### PSD-3.1 **Classification for Excavation purposes**

##### PSD-3.1.2 Classes of excavation

**For this contract classes of excavation will be subdivided as follows:**

- (a) Soft excavation, being all excavation other than material classified as hard excavation as defined below.
- (b) Hard rock excavation, except that for this contract boulder excavation will normally not be measured as stated in the payment clause 8.3.2(b). Boulders of such a size that they cannot be removed without drilling, wedging and splitting, or other mechanical means, shall be measured individually and will be regarded as hard rock excavation.

##### PSD-3.3 **Selection**

##### PSD-3.3.1 General

- ***Add the following:***

Excavated material ordered to be temporarily stockpiled for later re-use, shall be stockpiled selectively in such a way that material suitable for bedding or other special purpose, shall be kept separately from unsuitable material.

#### PSD-5 **CONSTRUCTION**

##### PSD-5.1 **Precautions**

##### PSD-5.1.1 Safety

##### PSD-5.1.1.1. Barricading and Lighting

All expenses incurred by the Contractor with regard to the barricading and lighting of the area of works in order to safeguard the public will be deemed to be covered by the rates for excavation or other scheduled items.

##### PSD-5.2 **Methods and Procedures**

##### PSD-5.2.2 Excavation

##### PSD-5.2.2.1 Excavation for general earthworks and for structures

- **Add the following to sub clause (a):**

The general area on which the structures will be founded shall be excavated to the levels indicated on the drawings. Thereafter excavations for pipes, footings etc. shall be made to at least the depths shown on the drawings.

#### PSD-5.2.2.3 Disposal

All excess excavated material not used for backfilling shall be disposed of at a site to be found by the Contractor and approved by the Engineer. The spoil site shall be finished off at the completion of the works to the satisfaction of the Engineer.

#### PSD-5.2.5 Transport for Earthworks

##### PSD-5.2.5.1 Free haul

- **Add the following:**

"For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities."

#### PSD-5.2.6 Inspection of excavations (Additional clause)

***All foundations for structures shall be inspected by the Engineer and/or an Engineering Geologist or Geotechnical Engineer before any backfilling with material or concrete of any kind is commenced. The Engineer shall be given at least two working days notice by the Contractor for the necessary arrangements to be made for the inspection.***

### PSD-6 TOLERANCES

#### **Position, dimensions, levels, etc.**

Degree of Accuracy II shall apply. Overbreak where applicable shall be filled in with 15 MPa concrete at the Contractor's cost.

### PSD-7 TESTING

#### PSD-7.2 **Taking and Testing of Samples**

The Contractor is responsible for his own quality control and shall therefore take an adequate number of samples and carry out tests to ensure that the material conform to the requirements in respect of quality, density, etc. (quality or process control).

All test results and the positions where samples were taken must be submitted to the Engineer. The number and positions of tests shall be adequate to prove to the Engineer that the works as a whole comply with the requirements.

The Engineer will audit the Contractor's test results and he may, for acceptance control, have additional tests carried out by an independent commercial laboratory at the Employer's cost and he will make the results available to the Contractor (acceptance control). Should these test results show that the work or the material does not comply with the specifications the Contractor will be responsible for the cost of such testing and he shall do the necessary remedial work.

**PSDB EARTHWORKS (Pipe trenches)****PSDB-3 MATERIALS****PSDB-3.1 Classes of Excavation**

For this contract classes of excavation will be subdivided as follows:

**(a) Soft excavation**

Soft excavation shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools. Soft excavation shall include all boulders with a volume of less than 0,125 m<sup>3</sup> and a maximum dimension of 500 mm, which can still be removed by hand methods.

**(b) Hard excavation**

Hard excavation shall be excavation in material, which can only be removed efficiently with mechanical equipment such as jackhammers, drilling and blasting, etc. Hard excavation shall also include boulders with a volume exceeding 0,125 m<sup>3</sup> and the maximum dimension exceeding 500 mm, which cannot be broken down and removed by hand methods.

**PSDB-5 CONSTRUCTION****PSDB-5.3 Site clearance**

Add the following to the clause:

"The Contractor shall dispose of all surplus and unsuitable material on a site to be found by him and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tendered rates.

Where pipes are to be laid the Contractor will be allowed to clear and grub a strip 2,5 m wide along the centre-line of the trench. No vegetation outside this strip may be damaged without the written approval of the Engineer.

All trees with a girth exceeding 250 mm or a height exceeding 2,5 m within this strip, shall be protected and may only be damaged or removed after a written order by the Engineer."

**PSDB-5.6 Backfilling****PSDB-5.6.1 General**

No pipe joint or pipefitting shall be covered by either the blanket fill or main fill prior to the successful completion of the visual inspection and/or the testing of the relevant section of the pipeline.

**PSDB-5.6.2 Material for backfilling**

Hard rock material shall not be used for or incorporated in the backfill of the trench without the Engineer's approval.

**PSDB-5.6.3 Disposal of Soft Material**

Surplus and/or unsuitable excavated material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

#### PSDB-5.6.4 Disposal of Hard Rock Material

Hard Rock Material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

#### PSDB-5.6.7 Trenches in road reserves and paved areas

Where trenches are to be excavated through existing asphalt surfacing, the asphalt surface material shall be removed by saw-cutting and removal of the asphalt before commencing with the trench excavation.

#### PSDB-5.6.8 Transport for Earthworks for Trenches

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities.

### PSDB-7 **TESTING**

PSDB-7.1 Notwithstanding the contents of Clause 7.1, the Contractor shall bear the cost of all density tests as necessary for his own **process or quality control**.

The following are the minimum frequencies for the process or quality control tests to be executed by the Contractor.

- (a) Pipe bedding: one density test for each section, with a minimum of one test per 50 m of pipe trench or part thereof.
- (b) Normal trench backfilling: one density test on every 150 mm layer for each section of trench, with a minimum of one test per 50 m of each layer or part thereof.
- (c) Backfilling in areas subject to traffic: one test on each 150 mm layer at each road crossing, with a minimum of one test per 10 m of each layer or part thereof in all other areas subject to road traffic.

The positions of these density tests shall be determined randomly by the Contractor and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

Additional tests, over and above the minimum tests will be ordered by the Engineer, for acceptance control. Payment for such tests will be made under Item PSA-8.5(c) if the tests indicate that the work complies with the specifications. If any such tests fail, the cost of the tests shall be for the account of the Contractor.

### PSDB-8 **MEASUREMENT AND PAYMENT**

#### PSDB-8.1 **Basic Principles**



Disposal of surplus and/or unsuitable material will be as specified in PSDB-5.6.3 and PSDB-5.6.4. No additional payment other than the tendered scheduled rates will be made for such disposal of material.

### PSDB-8.3 **Scheduled Items**

#### PSDB-8.3.1 Site clearance

- **Add the following sub-item:**

(d) Saw-cutting of existing asphalt surfacing and removal of asphalt material at road crossings ..... Unit : m

The unit of measurement shall be the linear metre of saw-cutting necessary for the removal of asphalt surfacing. The tendered rate shall include full compensation for saw-cutting the asphalt surfacing and taking out the asphalt material and disposal thereof at a site found by the Contractor and approved by the Engineer.

#### PSDB-8.3.2 Excavation

(a)(1) Excavate in all materials, for trenches, backfill, compact and dispose of surplus material.....Unit : m

Only lengths that have been completed and backfilled will be measured for payment.

The rates tendered for excavation shall in addition allow for the use and/or disposal at any point or points within the site boundaries as the Engineer may direct.

- **Add the following subclause:**

(d) Excavate unsuitable materials from trench bottom Unit : m<sup>3</sup>

The tendered rate shall cover the cost of excavation of unsuitable materials from the trench bottom using tools and equipment, and disposal of the material.

- **Add the following subclause:**

(e) Hardcore filling of 38mm to 75 mm nominal size crushed stone to trench bottom Unit : m<sup>3</sup>

The tendered rate shall cover the cost for the supply, placing and compaction of the hardcore fill in the place of unsuitable material removed.

- **Add the following subclause:**

(f) Excavate by hand in all materials to expose existing services, including backfilling and/or disposal of surplus material (all depths) .....Unit : m<sup>3</sup>

The tendered rate shall cover the costs for hand excavation as required, to backfill and compact where necessary and to dispose of surplus and unsuitable material at an approved spoil site found by the Contractor.

#### PSDB-8.3.3 Excavation Ancillaries

##### PSDB-8.3.3.4 Overhaul

Overhaul will not be measured on this contract and all haul will be regarded as free haul.

**PSGA CONCRETE (SMALL WORKS)****PSGA-3 MATERIAL****PSGA-3.2 Cement****PSGA-3.2.1 Applicable Specifications**

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491 have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

**PSGA-3.2.2 Storage of cement**

- **Add the following after the words "...may promote deterioration." in the second paragraph:**

"It is of prime importance that cements to be used in concrete for water-retaining structures shall always be stored in a cool environment, and it is strongly advised that cement silos be painted white to reduce any temperature rise in the stored cement."

**PSGA-5 CONSTRUCTION****PSGA-5.1 Reinforcement****PSGA-5.1.3 Cover**

- **In Sub clause 5.1.3(a) amend the words " ... or stirrup" to read: "bar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends."**
- **Add to Sub clause 5.1.3 : "Tying wire shall not encroach on the specified minimum cover by more than a single strand thickness."**

The minimum concrete cover to reinforcement shall be 75 mm unless otherwise indicated on the drawings.

Cover blocks shall be manufactured from concrete of grade, durability, density and impermeability at least equal to that specified for the respective elements except that 12 mm stone instead of 19 mm stone shall be used. The size of the cover blocks shall be 60 mm x 60 mm, with a thickness equal to the specified cover. Wires shall be cast into the blocks to enable them to be fixed to the reinforcement. The wires shall be fully galvanised Class A as per SABS 675 - 1993. The wires shall be carefully held in position while the concrete is setting to ensure that all the wires are inserted to a uniform and consistent depth of 50 % of the thickness of the cover block for all the cover blocks. The concrete shall be thoroughly compacted by means of a vibrator or vibratory table and the blocks shall be protected against early drying and shrinkage due to sun and wind, by being kept continually wet while still in the mould. After the blocks have been removed from the mould they shall be kept in water continuously until being used, and this period shall not be less than 14 days.

A proper mix design for concrete in cover blocks shall be submitted to the Engineer for approval.

PSGA-5.1.4 Splicing (additional clause)

Splice lengths for reinforcement in the case of water-retaining structures shall not be less than 58 diameters and in non-water-retaining structures not less than 40 diameters. Where applicable in water-retaining structures, splices shall be staggered so that they are evenly spread throughout the structure.

- PSGA-5.4 **Concrete**PSGA-5.4.1 QualityPSGA-5.4.1.3 Workability

The workability range for all PFA concrete (slump) shall be between 50 and 75 mm.

PSGA-5.4.3 Mixing

- **Add the following additional paragraph to clause 5.4.3.1 after item (f):**

PSGA-5.4.3.1 Ready-mixed concrete

The use of ready-mixed concrete for this contract will be permitted provided that it complies with the requirements of this specification. Test results obtained by such a production facility shall not be regarded as part of the quality control system, and the Contractor shall take his own samples of concrete on site and have them tested in accordance with clause 7 of SANS 1200 G and Clause PSG-7.1.2.

PSGA-5.4.5 PlacingPSGA-5.4.5.1 **Add the following to subclause 5.4.5.1:**

The Contractor shall give the Engineer at least 48 hours notice of his intention to cast concrete.

PSGA-7.2 **Testing**PSGA-7.2.1 General

- **Add the following:**

The Contractor shall allow in his tendered rates for all the costs for quality or process control testing.

PSGA-7.2.3 Early-strengths Testing

- **Add the following to this clause:**

Of each sample of four cubes, one cube shall be tested at 7 days and the remaining three cubes at 28 days.

PSGA-8 **MEASUREMENT AND PAYMENT**PSGA-8.1 **Measurement and rates**PSGA-8.1.2 Reinforcement

PSGA- 8.1.2.2 **Replace subparagraph (a) with the following:**

“The mass of steel bars will be measured as the total mass of the steel, irrespective of diameters.”

PSGA-8.1.2.3 (a) **Delete the words** “nominal size 25 mm” **in the first line of this subparagraph**

- **Delete subparagraph (b)**

**PSL MEDIUM-PRESSURE PIPELINES**

- PSL-3 **MATERIALS**

PSL-3.1 **General**

Unless otherwise specified, pipes with a diameter of 50 mm OD or larger shall be uPVC Class 9 with standard push-in type coupling "Lyng" joint or similar approved. Pipes with smaller diameters shall be HDPE PE 80 PN 12.5 with compression fittings. Fittings and specials are normally Class 16. If required because of problems to maintain minimum cover (extensive rock excavation, narrow section, crossing of sewers or other reasons), uPVC and HDPE pipes can be encased in concrete where ordered by the Engineer.

PSL-3.8 **Jointing Materials**

PSL-3.8.3 Flanges and accessories

Each bolt shall be supplied with two washers. Only compressed asbestos fibre flange packing of uniform thickness between 1,5 mm and 3,0 mm shall be used on all sizes of pipe flanges.

- **Delete BS 4504 references.**

All flanges, not jointing to existing flanges, shall be drilled in accordance with SABS 1123 Table 1000/3; 1600/3 or 2500/3. The type, drilling pattern and sizes of flanges jointing to existing flanges shall match those of the existing flanges and shall be determined on site.

PSL-3.8.3(a) Drilling and flanges for all type of valves shall conform to SANS 1123.

PSL-3.8.4 Loose Flanges

All bolts and nuts shall comply with the requirements of SABS 646. Only stainless steel bolts and nuts shall be used with stainless steel pipes, flanges and fittings. All other bolts and nuts shall be cadmium-coated.

PSL-3.9 **Corrosion Protection**

PSL-3.9.5 Joints, Nuts, Bolts and Washers

Only stainless steel bolts, nuts and washers shall be used for all stainless steel pipes and fittings. All other nuts, bolts and washers shall be hot dipped galvanized GR8.8.

PSL-3.9.6 Corrosive soil

For this contract all steel pipes, pipe fittings and steel flanges in contact with soil shall, over and above the protection as described above, be protected as specified in Clause 3.9.6 with "DENSO" tape and/or mastic or approved similar. Application shall be strictly in accordance with the manufacturer's instructions. A polyethylene tape of 300 microns minimum shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure-sensitive tape.

### PSL-3.11 **Manholes and Surface Boxes**

#### PSL-3.11.1 Bricks

Notwithstanding the requirements of Subclause 3.11.1 of SANS 1200L, 230 mm wide hollow concrete blocks with minimum compressive strength 3,5 MPa and filled with Grade 15 MPa mass concrete, will be accepted for valve chamber walls.

#### PSL-3.11.5 Manhole covers and frames

Types shall be as indicated in the schedule and on the drawings.

### PSL-5 **CONSTRUCTION**

#### PSL-5.1 **Laying**

##### PSL-5.1.1 General

Where necessary to avoid conflict with sewer manholes, stormwater drains or other obstacles, the pipeline may have to be realigned locally as directed by the Engineer.

##### PSL-5.1.3 Keeping Pipelines Clean

The interior surfaces of all pipes, specials, valves and fittings shall at all times be kept free from dust, silt and foreign matter. Access by rodents, animals and birds shall be prevented. Pipes and specials shall not be used as shelters by staff or for the storage of garments, tools, materials, food containers or similar goods. Particular care shall be exercised at all times to prevent faecal contamination of pipe interiors by staff, casual visitors or passersby.

Metal night-caps approved by the Engineer shall be used to close off all ends of each laid section of pipeline when work is stopped at the end of the day or for longer periods and shall be left on the ends of sections of completed pipework until such sections are tied-in with the remainder of the completed pipeline.

The Contractor shall construct and maintain the necessary berms and furrows to prevent the ingress of storm water into the trench at all times.

Notwithstanding all precautions taken, the Contractor shall at his own expense make good all damage to pipe linings and fittings caused by the ingress of dirty water, silt, sand, debris, vermin, insects and other foreign matter. The Contractor shall at his own expense and to the satisfaction of the Engineer clean the interior of the pipeline of such contaminants, failing which the Engineer may order the Contractor to remove the pipes from the trench and replace them with clean pipes at his own cost.

##### PSL-5.1.4 Depths and cover

- **Add the following sub clause:**

The minimum cover over pipes shall be 1 000 mm.

PSL-5.1.5     Locating of existing pipes *(Additional clause)*

The Engineer will indicate the approximate positions of existing pipes on site where new pipelines are to be joined with existing pipelines, or when new pipelines may cross existing pipelines or services. At the indicated positions a trench shall be excavated to locate the existing pipe or service. Payment for locating existing pipes and services will be made under Section 1200 D, Clause 8.3.8.

PSL-5.1.6     Connection with existing pipelines *(Additional clause)*

Before any pipe fittings and accessories for connecting with existing pipelines are ordered, the precise dimensions of the existing pipe shall be determined on site. The method of cutting into the existing pipe, the special pipe fittings to be used as well as the dimensions of the pipe fittings shall be determined in consultation with the Engineer.

PSL-5.2        **Joining Methods**

PSL-5.2.2     Flanges (Steel pipelines)

All flanges shall be installed with bolt holes off-centre and symmetrically off-set from the vertical centre-line of the flange. Flanges shall be installed truly square to the axis of the pipe.

The Contractor shall ensure that the correct joining materials, i.e. gaskets, bolts and nuts are available when required. Only correct diameters and lengths of bolts and studs shall be used. Flat washers shall be used under all nuts. The length of bolts and studs shall be such that at least two threads protrude from the nut when fully tightened. The threads of bolts, studs and nuts shall be thoroughly cleaned and then coated with a graphite/grease compound immediately prior to assembly.

Flanged fittings shall be so installed that there are no stresses induced into the pipework, specials or fittings by forcing ill-fitting units into position or by bolting up flanges with faces not uniformly in contact with their gaskets over their whole faces.

PSL-5.6        **Valve and Hydrant Chambers**

All valve and meter chambers required shall be constructed as detailed on the relevant drawings.

PSL-5.8        **Brickwork in Chambers and Manholes**

Construction shall be as detailed on the drawings.

PSL-5.11      **Connection to existing mains** *(additional clause)*

Connections to existing mains shall be made as detailed on the drawings.

PSL-7 **TESTING**

PSL-7.3        **Standard hydraulic pipe test**

PSL-7.3.1     Test pressure and time of test

The maximum working pressure shall be 12,5 bar and the test pressure for field testing shall be 1,5 times this value.

**PSL-7.3.4      General (Additional sub-clause)**

All completed pipelines shall be satisfactorily tested hydrostatically and no payment in respect of pipelaying or the supply of pipes and fittings on any section of pipeline shall be made until such tests have been completed.

Hydrostatic tests shall be carried out on approved suitably sized completed sections of the works as pipelaying proceeds.

The Contractor shall be responsible to arrange all aspects of the hydrostatic testing and for the supply of all equipment, material, water for testing and labour required.

The mains shall be carefully and slowly charged with potable water, so that all air is expelled and shall then be allowed to stand full for at least 48 hours before pressure testing is commenced.

Joints shall, except where otherwise approved, be exposed during testing. Except where unavoidable, testing shall preferably not be carried out against closed valves. Care shall be taken to strut and support the mains wherever necessary during testing such as at ends of pipelines, at bends, etc.

The pressure shall be applied by a manually operated force pump or by a power driven pump, which shall not be left unattended during testing. The Contractor shall ensure that pressure gauges are accurately calibrated before testing commences and precautions shall be taken to ensure that the quantity of make-up water pumped into the pipelines during testing is measured.

The test pressure applied to the section of mains being tested shall be such that the pressure in any pipe, fitting or valve in the section does not exceed its specified pressure rating.

The test pressure shall be maintained by the pump for at least one hour and during the period the quantity of make-up water required to maintain the test pressure in the mains shall be measured and all joints shall be carefully inspected for signs of leakage.

The hydrostatic test shall be regarded as satisfactory if the amount of make-up water required during the last hour of the testing period does not exceed 0,005 litres per millimetre of diameter per kilometre of length of the pipelines making up the section for every 30 m head of water and if no visible leaks were observed at joints, fittings, valves, etc. If any hydrostatic test result is unsatisfactory in any regard, the Contractor shall carry out all necessary remedial measures to approval and the test shall be repeated, all at his expenses.

Water used for hydrostatic testing shall be disposed of in an approved manner without causing damage, nuisance or injury.

The Contractor shall allow for the cost of all labour, equipment, water for testing and material for hydrostatic testing in the Scheduled Rates for supply and laying of pipes and supply and laying of fittings and no separate payment will be made in respect of hydrostatic testing.

**PSL-8 MEASUREMENT AND PAYMENT****PSL-8.2      Scheduled Items**

**PSL-8.2.4**      No additional payment will be made for cutting and jointing of any pipes.

## PSL-8.2.15 Special wrapping in corrosive soil

- **Change the unit of measurement "m" to "No".**

For this contract special wrapping will be required only for steel flanges, pipe fittings, couplings, etc as described in PSL-3.9.6. The unit of measurement shall therefore be the number of fittings or flanges etc wrapped as described.

## PSL-8.2.16 (a) Tie into existing municipal water connection inclusive of all pipes, fittings, necessary to do the connections etc.

..... Unit : No

Connection to the existing water mains shall be as detailed on drawing. The tendered sum for each connection shall include the cost to tie into the existing main including the cost of all additional excavations required to provide working space over and above the necessary trench excavation and excavations previously done for locating existing pipelines, labour, equipment, tools, fittings, pipes, cutting of pipes, specials, removal of end caps/loose flanges, anchor blocks and supervision necessary to complete the connection.

## PSL-8.2.17 (b) Municipal water connection by Local Council.....Prov. Sum

The stated provisional sum is provided for the cost of the municipal water connection by the local council. The stated sum, or any part thereof, shall only be expended as ordered by the Engineer.

**PSLB BEDDING (PIPES)**PSLB-3 **MATERIALS**PSLB-3.3 **Bedding**

All buried pipes shall be bedded on Class B bedding unless otherwise ordered by the Engineer or specified in the bill of quantities.

PSLB-3.4 **Selection**

Suitable selected bedding material is expected to be generally available from trench excavations.

PSLB-5 **CONSTRUCTION**PSLB-5.1 **General**PSLB-5.1.1 TrenchPSLB-5.1.1.2 Bottom

Where unsuitable material is encountered in the bottom of a trench, the material shall be excavated an additional 150 mm, or to the depth as directed by the Engineer, and removed as described in clauses 5.5 and 8.3.2(c) of SANS 1200 DB. The excavated material shall then be replaced with suitable selected material excavated elsewhere on the site, and trimmed and compacted to the satisfaction of the Engineer.



**PSLB-6 TOLERANCES****PSLB-6.1 Moisture content and density**

Degree II accuracy shall be applicable.

**PSLB-8 MEASUREMENT AND PAYMENT****PSLB-8.1 Principles****PSLB-8.1.3 Volume of Bedding Materials**

- **Add the following:**

"The volume of bedding material shall exclude the volume taken up by the pipe."

**PSLB-8.2 Scheduled Items****PSLB-8.2.5 Overhaul of material for bedding cradle and selected fill blanket**

For this contract freehaul is not limited and no payment will be made for overhaul.

**Additions to Scope of Works**

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

**Employer's objectives**

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

**Labour-intensive works**

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

**Labour Intensive Competencies of Supervisory and Management Staff**

Contractors having a CIDB contractor grading designation of 5GB/CE and higher shall engage, as far as is feasible, supervisory and management staff in labour intensive works who have relevant Labour Intensive Construction Qualifications or have relevant experience in Labour Intensive Construction.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1GB/CE, 2GB/CE, 3GB/CE and 4GB/CE shall have, as far as is feasible, personally completed a relevant skills programme in Labour Intensive Construction or have relevant experience in Labour Intensive Construction. All other site supervisory staff in the employ of such contractors must, as far as is feasible, have completed a relevant skills programme in Labour Intensive Construction or have relevant experience in Labour Intensive Construction.

The Employer may set other conditions at their discretion which must be complied to when engaging Contractors who do not comply with is provision.

## 1 Employment of Unskilled and Semi-Skilled Workers in Labour-Intensive Works

### 1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.2 The rate of pay set for the SPWP is R ..... per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

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

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

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

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

- a) 55% women;
- b) 40% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

### 1.2 Specific provisions pertaining to SANS 1914-5

#### 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

#### 1.2.2 Contract participation goals

1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

#### 1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

#### 1.2.4 Variations to SANS 1914-5

1.2.4.1 The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

### 1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project

site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.

1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.

1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.

1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

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

#### **C.4 site information** site information LOCALITY PLAN

##### **LOCALITY PLAN**

The proposed project is located in the town of Makhado.

The coordinate positions are:

<b>No.</b>	<b>E-COORDINATES</b>	<b>S-COORDINATES</b>
1	29° 54' 37.71"	23° 02' 25.42"



#### **C4 site information**

##### **C4.1 Material site investigation**

One borrow pit was investigated. Geotechnical report will be supplied to the successful contractor.

##### **C4.2 Scope of Work**

- Demolish existing market structures
- Earthworks
- Construction of 10 Market Structures for cooking (incl eating areas)
- Construction of 10 Market Structures for selling fruits and vegetables
- Installation of kerbs and paving blocks
- Renovation of existing Ablution Block (15 female units and (10 male units + 3 urinals))
- Relocation of existing services
- Electrical installations
- 2 X 10 000L JoJo tanks for storage (with stands and a booster pump)
- Installation of a new boundary fence (Clear-Vu)

## **PART C5: ANNEXURES**

C5.1 : Proforma Documents (White pages)

C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) (White pages)

C5.3 COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 (White pages)

C5.4 Construction COVID-19 Rapid Response Draft Sector Specific OHS Guidelines (White pages)

C5.5 COVID-19 Compliance Checklist (White pages)

C5.6 : Contract Drawings (White pages)

### **c5.1 PROFORMA DOCUMENTS**

The following is a list of pro forma documents and examples that are required to be completed by the successful Tenderer.

- 5.1.1 EXAMPLE OF ABE DECLARATION AFFIDAVIT
- 5.1.2 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT
- 5.1.3 FORM RDP 11(E) : GENERIC TRAINING REPORT
- 5.1.4 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT
- 5.1.5 FORM RDP 13(E) : ENGINEERING TRAINING REPORT
- 5.1.6 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

**5.1.1 EXAMPLE OF ABE DECLARATION AFFIDAVIT****(facsimiles will be provided by the Employer to be completed by ABEs)**

1. Name of firm : .....  
 Postal address : .....  
 Telephone no. : ..... Fax no .....  
 Contact person : .....  
 VAT registration no. : .....
2. Type of firm (tick as appropriate)
  - Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....
3. Principal Business Activities :.....
4. Service/work to be performed on this contract: .....
5. Participation in this contract
  - as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS



**Notes to Tenderer:**

**Under column 1 state the assignment or contract (e.g. Contract XYZ0103):  
Construction of rural roads) and follow this with the work carried out (e.g.  
construction of pipe culverts).**

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

**8. Declaration**

**I, ....., being  
duly authorised to sign on behalf of the firm, affirm that the PDI equity in this  
business is as stated above and that the information furnished is true and correct.**

**Signature**

**Name (print)**

**Date**

**Signed on behalf of (print name)**

**Address**

**Telephone no.**

**Commissioner of Oath**

**Date**

**Note: In the case of Company a certificate of authority for signatory must be provided.**

### EXAMPLE

### 5.1.2 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

**CONTRACT NO.** .....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF									2021	
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab. Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
TOTALS										
GRAND TOTALS										

**5.1.3 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT**

**CONTRACT NO. ....**

<b>REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2021</b>				
<b>POSITION HELD</b>	<b>NAME</b>	<b>PDI</b>	<b>NON-PDI</b>	<b>TOTAL</b>
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
<b>TOTALS</b>				

**EXAMPLE**

**5.1.4 FORM RDP 11(E) : GENERIC TRAINING REPORT**  
**CONTRACT NO. ....**

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2021										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES		CERTIFICATES AWARDED		TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL TOTAL ALL TRAINEES										

### EXAMPLE

### 5.1.5 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

**CONTRACT NO.** .....

[illegible]

**EXAMPLE****5.1.6 FORM RDP 13(E) : ENGINEERING TRAINING REPORT****CONTRACT NO. ....**

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2021										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED			
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
<b>TOTAL</b>										
<b>TOTAL ALL TRAINEES</b>										

### EXAMPLE

### 5.1.7 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

**CONTRACT NO.** .....

[illegible]

**C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR  
INTENSIVE INFRASTRUCTURE PROJECTS  
UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**



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**NOTICE 554 OF 2004**  
**DEPARTMENT OF PUBLIC WORKS**

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**Guidelines for the Implementation of Labour  
Intensive Infrastructure Projects under the  
Expanded Public Works Programme (EPWP)**

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**18 March 2004**

## Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme (EPWP)

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## Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction of projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting engineers and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from [www.publicworks.gov.za](http://www.publicworks.gov.za).

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002
- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour Intensive Contractor Learnership Programme

## Terminology

**By hand:** refers to the use of tools which are manually operated and powered

**Form of contract:** refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

**Labour-intensive:** refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

**Public body:** refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

**Scope of work:** refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

## Abbreviations

<b>CETA:</b>	Construction Education and Training Authority
<b>CIDB:</b>	Construction Industry Development Board
<b>ECSA:</b>	Engineering Council of South Africa
<b>EPWP:</b>	Expanded Public Works Programme
<b>FIDIC:</b>	French acronym for the International Federation of Consulting Engineers
<b>NEC:</b>	New Engineering Contract.
<b>NQF:</b>	National Qualifications Framework
<b>SANS:</b>	South African National Standard
<b>SPWP:</b>	Special Public Works Programme

# 1 Introduction

Labour-intensive infrastructure projects under the EPWP include:

- using labour intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

## **2. Responsibilities of the public body**

### **2.1 Selection of projects**

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

### **2.2 Setting of rate of pay**

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

*10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*

*10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*

*10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.*



### **2.3 Appointment of consulting engineers and contractors**

The public body must ensure that:

- i) the design of the labour intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and
- ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2005, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.



### 3 Contract documentation for consulting engineers and contractors for labour intensive construction projects

#### 3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.

#### 3.2 Contract Documentation for Consulting Engineering Services

The scope of work must establish the manner in which the consultant is to provide the consulting engineering services associated with labour intensive works.

**The following must be included in the scope of work in the contract of employment with a Consulting Engineer:**

##### **General**

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act published by the Engineering Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003)

##### **Labour-intensive works**

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.

5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.
6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.
7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
  - a) whenever a payment certificate is presented to the Client for payment; and
  - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

### **3.3 Contract Documentation for the Works**

#### **3.3.1 Conditions of tender**

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

**The following must be included in the tender data / conditions of tender in the contract with the Employer:**

##### **Eligibility requirements**

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

##### **Information to be submitted with the tender**

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

#### **3.3.2 Conditions of contract**

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

**The following must be included in the contract data / special conditions of contract in the contract with the Employer:**

#### **Payment for the labour-intensive component of the works**

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

#### **Applicable labour laws**

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

### **1 Introduction**

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

1.2 In this document –

- (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.

### **2 Terms of Work**

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### **3 Normal Hours of Work**

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (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.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

### **4 Meal Breaks**

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on

the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **5 Special Conditions for Security Guards**

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

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

## **6 Daily Rest Period**

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

## **7 Weekly Rest Period**

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

## **8 Work on Sundays and Public Holidays**

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

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

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

- (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.

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.

## **9 Sick Leave**

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

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

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

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

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (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.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (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.

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

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

## 11 Family responsibility leave

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

- (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.

## 12 Statement of Conditions

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.

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

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

## 13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (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.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

## 14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (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.

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.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## **15 Deductions**

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (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
- (f) pay the employer or any other person for having been employed.

## **16 Health and Safety**

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (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.

## **17 Compensation for Injuries and Diseases**

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

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

## **18 Termination**

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

18.2 A worker will not receive severance pay on termination.

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

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

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

## **19 Certificate of Service**

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

- (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.

### 3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

#### DESCRIPTION OF THE WORKS

##### Employer's objectives

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

##### Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

#### LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, tel: 011-265 5900)

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

### **1.1 Requirements for the sourcing and engagement of labour.**

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.2 The rate of pay set for the SPWP is R ..... per task or per day.  
(Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

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

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

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

### **1.2 Specific provisions pertaining to SANS 1914-5**

#### **1.2.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

#### **1.2.3 Contract participation goals**

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

#### **1.2.4 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

#### **1.2.5 Variations to SANS 1914-5**

1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the



law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

### 1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

### GENERIC LABOUR INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)

#### Scope

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

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

#### Precedence

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

#### Hand excavateable material

Hand excavateable material is material:

##### a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

##### b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or

isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.  
 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

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

### **Trench excavation**

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

### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- to 90% Proctor density;
- such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

### **Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

### **Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

### **Shaping**

All shaping shall be undertaken by hand.

### **Loading**

All loading shall be done by hand, regardless of the method of haulage.

**Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

**Spreading**

All material shall be spread by hand.

**Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

**3.3.4 Schedules of quantities**

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour intensive works.

**The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:**

1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

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

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
	Training allowance paid to targeted labour iro formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

## 4 Design checklist

Cognisance of the following should be taken in the design of labour intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easily identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m the use of small volume local transport, particularly using animal drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilizing agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.

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12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
  13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
  14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks. Refer to Appendix A for further details.

## APPENDIX A: SOURCES OF ADDITIONAL INFORMATION

The following sources provide comprehensive information in respect of the following topics:

Topic	Reference	Obtainable from
Besa building system	Agrément South Africa's Guideline 1, <i>The Manufacture of BESA Blocks</i> Agrément Open Certificate OC-1/2003. Agrément Open Certificate OC-2/2003. CIDB, Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. Part 3: Section 2- The BESA Building System	Agrément South Africa <a href="mailto:www.agrement@csir.co.za">www.agrement@csir.co.za</a>  Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Brick and block making	CIDB, Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. Part 3: Section 1- Precast Concrete Products, Brick and Block Making	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Conditions of Employment	Code of Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes Ministerial Determination: Special Public Works Programmes	EPWP Unit of the Department of Public Works
Earthworks	CIDB, Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from <a href="http://www.cidb.org.za">www.cidb.org.za</a> ) <ul style="list-style-type: none"> <li>Part 2: Labour-based construction methods for earthworks</li> <li>Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Labour intensive projects and programmes	McCutcheon, RT (ed) (1993). Interim Guidelines for employment-intensive construction projects. Construction and Development Series Number 2, Midrand: Development Bank of Southern Africa, February 1993 McCutcheon, RT and Marshall J (1996). Labour-intensive Construction and Maintenance of Rural Roads : Guidelines for the Training of Road Builders, Construction and Development Series, Number 14 (Midrand: DBSA, November 1996) McCutcheon, RT and Filip, LM (ed). Employment and high - standard infrastructure. Work Research Centre for Employment Creation in Construction (2003)	Development Bank of Southern Africa      School of Civil Engineering, University of the Witwatersrand.
Labour productivities	CIDB, Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Minimum wages	Wage determination for the Civil Engineering Sector	<a href="http://www.safcec.org.za">www.safcec.org.za</a> under the section "human resources"
Monitoring the employment of workers / compliance with the provisions of SANS 1914-5	SANS 10396, Implementing Preferential Procurement Policies Using Targeted Procurement Procedures <ul style="list-style-type: none"> <li>Annex G: Implementing employment intensive infrastructure projects which target the increase of employment opportunities generated per unit of expenditure</li> <li>Annex J: Third party management support</li> </ul>	Standards South Africa (division of the South African Bureau of Standards)
Pre-cast concrete works	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>Part 3: Section 1- Pre-cast Concrete Products, Brick and Block Making</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Preparing procurement documents	CIDB Best Practice Guidelines for Procurement C1: Preparing Procurement Documents	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
	SANS 10403, Formatting and Compilation of Construction Procurement Documents	Standards South Africa (division of the South African Bureau of Standards)
Roads	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>Part 2: Labour-based construction methods for earthworks</li> <li>Part 4: Section 4 - Foam bitumen gravel</li> <li>Part 4: Section 5 - Cast in-situ block pavements</li> </ul>	



	<p>(hysen cells)</p> <ul style="list-style-type: none"> <li>▪ Part 4: Section 6 - Emulsion treated gravel</li> <li>▪ Part 4: Section 7 - Waterbound macadam</li> <li>▪ Part 4: Section 8 - Slurry bound and composite macadams</li> <li>▪ Part 4: Section 9 - Labour-based methods for unsealed roads</li> <li>▪ Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	
Rubble concrete masonry	<p>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</p> <ul style="list-style-type: none"> <li>▪ Part 4: Section 2 – Rubble masonry dam construction technology</li> <li>▪ Part 4: Section 3 – Rubble masonry concrete arch bridge construction technology</li> </ul>	<p>Construction Industry Development Board  <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"</p>
Storm water drainage	<p>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</p> <ul style="list-style-type: none"> <li>▪ Part 4: Section 1 – Labour-based Open Channel Flow Technology</li> </ul>	<p>Construction Industry Development Board  <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"</p>
Trenches	<p>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from <a href="http://www.cidb.org.za">www.cidb.org.za</a>)</p> <ul style="list-style-type: none"> <li>▪ Part 2: Labour-based construction methods for earthworks</li> <li>▪ Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	<p>Construction Industry Development Board  <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"</p>
Concrete Block Paved Roads	<p>Macleod, Concrete Block Paved Roads: The Development Potential .Construction and Development .Series, Number 8. Development Bank .of Southern Africa. September, 1993</p>	<p>Development Bank of Southern Africa.</p>
Bituminous Surfacing	<p>Methods and Procedures Labour Enhanced. Construction for Bituminous surfacings Manual 12, March 1993. SABITA.</p>	<p>Southern African Bitumen and Tar Association.</p>
Bituminous Surfacing	<p>Methods and Procedures Labour Enhanced. Construction for Bituminous surfacings Manual 11, March 1993. SABITA.</p>	<p>Southern African Bitumen and Tar Association.</p>

**APPENDIX B: TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION USING LABOUR INTENSIVE METHODS****B.1 Roads**

The following operations may be carried out using labour intensive methods:

1. Site clearance
2. Layer work construction including loading, hauling and spreading material.  

**Note:** All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour intensive methods.
3. Where high categories of roads are to be constructed then the following operations may be included:
  - Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams .
  - Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
  - Slurry treatments to existing or new road surfaces.
  - In situ concrete roads.
  - Segmented block paved roads.
  - Cast in-situ block pavements (hysen-cells);
  - Road markings.
4. Fencing.
5. Erection of road signs.
6. Grass maintenance.
7. Road reserve maintenance.
8. Rubble masonry bridges, culverts and retaining walls

**B.2 Stormwater**

The following operations may be constructed using labour intensive construction methods:

1. Gabions and reno mattresses.
2. Small diameter pre-cast concrete elements (pipes and arches).
3. Grassed or lined water channels

**B.3 Sewers**

The following operations may be constructed using labour intensive construction methods:

1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
2. Sewer manhole covers and lids using specially designed pre-cast units.



3. Maturation or flocculation ponds with least dimension not exceeding 100m.

#### **B.4 Water**

The following operations may be constructed using labour intensive construction methods:

1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures

#### **B.4 Haul of Material**

Where the haul of any material exceeds 200m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and off loading can be done by hand.

#### **B.5 Electricity**

The following operations may be constructed using labour intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

#### **B.6 Houses, schools and clinics**

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Adoption of the BESA System

**Note:** 1) In the BESA system walls are constructed using bitumen emulsion stabilised adobe blocks and mortar. External and internal wall surfaces can be finished in a variety of ways using a mortar mix or a cement/sand plaster.

- 2) The BESA Building System is the subject of an open certificate issued by Agrément South Africa. The concept of an open certificate is that the technology is not the intellectual property of any company or individual and the information is available to anyone who wishes to use it. Any competent person, company or institution who wishes to use this system and is capable of carrying out this work in accordance with the terms and conditions of certification and undertakes to do so, may apply to Agrément South Africa to be registered as a holder of this open certificate.



**APPENDIX C: STANDARD FORMS OF CONTRACT USED IN SOUTH AFRICA**

The following standard forms of contract which are in use in South Africa use the following terminology:

Standard form of contract	Location for items covered by the scope of work	Names of the Parties to a Contract
GCC 1990, COLTO 1997, FIDIC Short Form of Contract	Specifications	Employer Contractor
FIDIC Conditions of Contract for Construction ("Red Book")	Specification and schedule	Employer Contractor
NEC Engineering and Construction Contract and Engineering and Construction Short Contract	Works Information	Employer Contractor
JBCC 2000 Principal Building Agreement, Minor Works Agreement	Schedule	Employer Contractor
NEC - The Professional Services Contract	Scope	Employer Consultant
CIDB Standard Services Contract	Scope of Work	Employer Service Provider
SAACE Form of Agreement for Consulting Services	Scope of Services	Client Consultant
GCC 2004	Scope of Work	Employer Contractor

**Note:**

The Engineering Council of South Africa have issued in government gazette No 24938, dated 28 February 2003, a document entitled: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000). This document which provides a "guideline scope of service" and a "guideline tariff of fees" repeals Government Notice R 1113 of June 1982.

This document can be referenced in the scope of work and the pricing instructions. It uses the terms "client" and "consulting engineer".

## APPENDIX D: REQUIRED SKILLS PROGRAMMES

### D.1 Client/ Employer

It is recommended that personnel within public bodies complete skills programmes for NQF registered unit standards, as set out in Table D.1.

**Table D.1: Skills programme for client / employer staff**

Personnel	NQF	Unit Standard Title	Skills Programme Description
Senior management and professionals	7	Develop and Promote Labour Intensive Construction Strategies	Skills Programme against this single unit standard
Middle management (technical)	5	Manage Labour Intensive Construction Projects	Skills Programme against this single unit standard
Middle management (admin)	5	Manage Labour Intensive Construction Projects	Skills Programme against this single unit standard

### D.2 Consultants

The person responsible for the design and documentation of the labour intensive works, must have completed, or be registered on a skills programme for, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies". (see Table D.2)

The person who is responsible to the employer for the administration of the contract, must have completed, or be registered on a skills programme for, the NQF level 5 unit standard "Manage Labour Intensive Construction Projects". (see Table D.2)

**Table D.2: Skills programme for consultants**

Personnel	NQF	Unit standard Title	Skills Programme Description
Administrator / Site Supervisor	5	Manage Labour Intensive Construction Projects	Skills Programme against this single unit standard
Designer	7	Develop and Promote Labour Intensive Construction Strategies	Skills Programme against this single unit standard

### D.3 Contractors

The unit standards for contractors are outlined in Table D.3.

For established contractors, the site agent / manager (i.e the contractors' most senior representative that is resident on the site) must have completed, or be registered on a skills programme for the NQF level 5 unit standard "Manage Labour Intensive Construction Projects". For emerging contractors, the emerging contractor himself or herself must have completed, or be registered on a skills programme for the NQF level 2 unit standard.

For both established and emerging contractors, all other site supervisory staff (i.e. team leaders or foremen) must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF	Unit standard Titles	Skills Programme Description
Team Leader / Supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of the 3 listed unit standards must be completed
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman / Supervisor		Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of the 3 listed unit standards must be completed
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

**C5.3 COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN  
WORKPLACES COVID-19 (C19 OHS), 2020**



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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR****NO. 479****29 APRIL 2020****DEPARTMENT OF EMPLOYMENT AND LABOUR****COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES  
(C19 OHS), 2020****DIRECTIVE BY THE MINISTER OF EMPLOYMENT AND LABOUR IN TERMS  
OF REGULATION 10 (8) OF THE REGULATIONS ISSUED BY THE MINISTER OF  
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS IN TERMS OF  
SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (ACT NO. 57 OF 2002)**

I, Thembelani Waltermade Nxesi, the Minister of Employment and Labour, acting in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) has determined that it is necessary to adopt and implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule.



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**MR. T. W. NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
**DATE:**  
**28 APRIL 2020**





**SCHEDULE****COVID-19 Direction on Health and Safety in the Workplace****issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations****PREAMBLE**

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.<sup>1</sup> The Department of Employment and Labour appealed to employers to use the prescriptions of the OHSA in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directive seek to ensure that the measures taken by employers under OHSA are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHSA, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working

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<sup>1</sup><http://www.labour.gov.za/DocumentCenter/Publications/Occupational%20Health%20and%20Safety/COVID-19%20Guideline%20Mar2020.pdf>

environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.

5. The OHSA further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.
6. For the purposes of OHSA in the workplaces to which this Directive applies, the identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.
7. Although OHSA requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known<sup>2</sup>. The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.

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<sup>2</sup> These basic measures may be further refined in the sector guidelines or in amendments to the direction as the science on the transmission of the disease progresses.

8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.
9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.
10. This Directive does not reduce the existing obligations of the employer in terms of OHSA nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

### DEFINITIONS

11. In this Directive, unless the context indicates otherwise –

“**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

“**COVID-19**” means Coronavirus Disease 2019;

“**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

“**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“**PPE**” means personal protective equipment;

“**virus**” means the SARS-CoV-2 virus;

“**worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer<sup>3</sup>; “**workplace**” means any premises or place where a person performs work.

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<sup>3</sup> The distinction between ‘worker’ and ‘employee’ in the Direction is used to ensure that all persons who in work in a workplace are protected and to locate the responsibility in respect of certain obligations imposed on the employer in respect of its employees such as an application for illness benefits or worker’s compensation.

## **APPLICATION**

12. Subject to clause 13, this Directive applies to employers and workers in respect of-
- 12.1 the manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;
  - 12.2 any workplace permitted to continue or commence operations before the expiry of those Regulations.
13. This Directive does not apply to workplaces-
- 13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;
  - 13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;
  - 13.3 in respect of which another Minister has issued a directive under those Regulations dealing with health and safety.
14. Subject to the employer's obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive.

## **Period of application**

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

## **Administrative measures**

16. Every employer must establish the following administrative measures:
- 16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.

- 16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to-
- 16.2.1 Its health and safety committee established in terms of section 19 of OHSA; and
  - 16.2.2 The Department of Employment and Labour.<sup>4</sup>
- 16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;
- 16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;
- 16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- 16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;
- 16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;
- 16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;

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<sup>4</sup> Submission must be made to the Provincial Chief Inspector at <http://www.labour.gov.za/About-Us/Ministry/Pages/IES0320-7398.aspx>

16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;

16.10 If a worker has been diagnosed with COVID-19, an employer must-

16.10.1.1 inform the Department of Health<sup>5</sup> and the Department of Employment and Labour; and

16.10.2 investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and

16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

### **Social distancing measures**

17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.

18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-

18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or

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<sup>5</sup> Report may be made to the COVID-19 hotline: 0800 02 9999.

18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

### **Health and safety measures**

20. Every employer must implement the following health and safety measures.

#### **Symptom screening<sup>6</sup>**

21. Every employer must take measures to-

21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);

21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and

21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.

22. Employers must comply with any guidelines issued by the the National Department of Health in consultation with the Department in respect of –

22.1 symptom screening; and

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<sup>6</sup> For more specific guidelines see: Department of Health “Guidelines for symptom monitoring and management of essential workers for COVID-19 related infection”.



22.2 if in addition required to do so, medical surveillance and testing.

23. If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

23.1 not permit the worker to enter the workplace or report for work; or

23.2 if the worker is already at work immediately-

23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and

23.2.2 assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;

23.3 ensure that the worker is tested or referred to an identified testing site;

23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;

23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.<sup>7</sup>

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<sup>7</sup> GG 43126 GN193 of 23 March 2020.

24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

- 24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;
- 24.2 the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and
- 24.3 the employer closely monitors the worker for symptoms on return to work.

**Sanitizers, disinfectants and other measures**

25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

26. Every employer must, free of charge, ensure that –

- 26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- 26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.

27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.

28. Every employer must take measures to ensure that-

- 28.1 all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;
- 28.2 all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;
- 28.3 disable biometric systems or make them COVID-19-proof.

29. The employer must ensure that-

- 29.1 there are adequate facilities for the washing of hands with soap and clean water;
- 29.2 only paper towels are provided to dry hands after washing – the use of fabric toweling is prohibited;
- 29.3 the workers are required to wash their hands and sanitize their hands regularly while at work;
- 29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;
- 29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.

#### **Cloth masks**

30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

31. For the reasons underlying the Department of Health's requirement, every employer must –

- 31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,<sup>8</sup> for the employee to wear while at work and while commuting to and from work; and
- 31.2 require any other worker to wear masks in the workplace.

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<sup>8</sup> [http://www.thedtic.gov.za/wp-content/uploads/Updated\\_Recommended\\_Guidelines\\_Fabric\\_Face\\_Masks.pdf](http://www.thedtic.gov.za/wp-content/uploads/Updated_Recommended_Guidelines_Fabric_Face_Masks.pdf) .



32. The number and replaceability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.
33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.
34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.
35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

#### **Measures in respect of workplaces to which public have access**

36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.
37. Depending on what is reasonably practicable given the nature of the workplace, every employer must-
- 37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
- 37.2 put in place physical barriers or provide workers with face shields or visors;

- 37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;
- 37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;
- 37.5 require members of the public, including suppliers, to wear masks when inside their premises.

### **Ventilation**

#### **38. Every employer must –**

- 38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
- 38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed back in through open windows;
- 38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

### **Other PPE**

- 39. Every employer must check regularly on the websites of the National Department of Health<sup>9</sup>, National Institute of Communicable Diseases<sup>10</sup> and the National Institute for Occupational Health<sup>11</sup> whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

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<sup>9</sup> <http://www.health.gov.za/>

<sup>10</sup> <https://www.nicd.ac.za/>

<sup>11</sup> <http://www.nioh.ac.za/>

## **SMALL BUSINESSES**

40. Employers with less than 10 employees must take the following measures:

- 40.1 arrange the workplace to ensure that employees are at least one and half metres apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;
- 40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;
- 40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;
- 40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;
- 40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;
- 40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and
- 40.7 ensure that their workstations are disinfected regularly;
- 40.8 take any other measures indicated by a risk assessment.

## **Worker obligations**

41. In addition to the obligations of employees under the OHSA, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

## **Monitoring and enforcing the Directive**

42. An inspector designated in terms of section 28 of OHSA may perform any of the functions in section 29 of OHSA and exercise any of the powers listed in section 30 of OHSA in order to monitor compliance with this Directive.

43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHSA, the offences and penalties provided for in section 38 of OHSA apply.

44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHSA, advise employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA.

### **Sectoral guidelines**

45. The Chief Inspector appointed in terms of section 27 the OHSA must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.
46. The sector specific guidelines must follow the template attached as Annexure A.



## **ANNEXTURE A**

### **SECTORAL GUIDELINES TEMPLATE**

#### **1. Risk assessment**

- 1.1. Identification of exposure levels
- 1.2. Identification of “high contact” activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

#### **2. Engineering controls**

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

#### **3. Administrative controls**

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

#### **4. Healthy and safe work practices**

- 4.1. Disinfectants, sanitisers and personal hygiene
- 4.2. Other

#### **5. PPE**

- 5.1. Masks
- 5.2. Gloves
- 5.3. Facial shields

5.4. Other

**6. Provision of safe transport for employees**

6.1. Personal hygiene

6.2. Social distancing

6.3. Arrangements to minimise exposure associated with commuting

6.4. Cloth masks (if commuter)

6.5. PPE (driver/conductor of employer-provided transport)

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**C5.4 CONSTRUCTION COVID-19 RAPID RESPONSE DRAFT SECTOR SPECIFIC OHS GUIDELINES**

- **ANNEXURE 1**

## **ORGANISATIONAL COVID-19 RETURN TO WORK MANAGEMENT PROCESSES**

### **1. Professional Service Providers**

## **HAZARD AND RISK CONTROLS**

### **Resumption of operations**

- The Receptionist will record the reading of the temperatures taken for individuals. The person performing this duty will be required to wear a mask at all times whilst performing such duties.
- Receptionists taking temperature readings will use a clipboard and disposable pens – only receptionist will record the readings of temperature readings at access points
- If temperature is above 37°, wait 5 minutes and retake temperature. If temperature is above 37.3° do not allow access, report to management for further action
- Ensure queue control at access points – stand 2m apart from each other
- Management to conduct COVID-19 induction screening and awareness program, together with PPE training before allowing employees to proceed to their workstations
- Allocate hand sanitizer stations at access points – every person must sanitise their hands prior entering the premises
- Each person entering the premises will be required to sign the COVID-19 declaration and assessment form
- Take every person's temperature entering the premises
- Conduct COVID-19 induction program
- Issue all employees with additional PPE

### **○ Face masks.**

### **○ PPE aligned to risk Premises access control**

- Cleaners will disinfect the biometric finger printing access units every time an employee utilises it for access. The use of access tags will be encouraged and employees will be required to sanitise the tags each time after using them.

### **Food handling processes and canteen service**

- **Management must ensure that different lunch and teatime breaks allocated – to minimise the amount of people accessing canteen areas at a time. Social distancing will always apply.**
- **Measure and monitor the implementation of the requirements for canteen service providers**
- **Canteen areas will be disinfected at least twice a day**
- **Canteen service provider must provide management with a detailed awareness and training, health and hygiene program**
- **Disinfecting stations must be allocated cash points**
- **Food service staff must be issued with masks and disposable surgical gloves**
- **Self-service food stations will not be allowed Employees required to travel**
  - **Employees**
  - **Site Supervisors**
  - **Land Surveyor Team**
  - **Critical business travel (locally)**
- **Employees using public transport to commute between home and work are to adhere to the strict rules determined for such travel by the Minister of Transport. Such employees shall be issued with masks by the employer as well as hand sanitiser that will be used according to the training provided at the place of employment.**
- **Site staff & Land Surveyor Teams will be issued with hand sanitisers – this must be kept in their vehicle.**
- **Employees using company vehicles shall be limited to two per bakkie and 3 per sedan. Employees exceeding one in number shall use masks when travelling in company vehicles.**
- **Hand sanitiser shall be provided for each company vehicle.**
- **Non-alcoholic swabs will be issued to site staff & Land Surveyor Teams returning to the office or to their homes in the event of testing requested by clients on sites**
- **Communication plans such as skype, Zoom, Telephone conferences, WhatsApp video calls or Google workplace video calls will be used to limit the amount of business travel requirements**
- **In the event that critical business is required for local traveling via flights – this will only be done by approval of the CEO. A traveling kit will be provided to the individual for business-critical travel upon**

**approval When such individuals return, his/her symptoms shall be monitored daily for 14 days. In the event where the individual shows any symptoms of COVID-19 he/she will self-isolate for 14 days**

- **Site staff and Land Surveyor Teams shall declare any symptoms that might be linked to the COVID-19 virus to management.**
- **Couriers and drivers from suppliers doing any delivery or collecting parcels will be scanned by security with infrared temperature devices every time they enter the premises**
- **International traveling will not be allowed, until further notice (Outside the borders of South Africa).**
- **If you were exposed to a person who traveled internationally. You will be required to self-isolate for 14 days.**
- **Suppliers, customers and contractors**
- **Management will make a decision on what level of interaction is required and limit access to premises for work purposes only except for emergency maintenance of equipment when a Contractor/Service provider needs to access equipment in the office requiring attention. Premises access control measures shall apply in these cases**

- ☐ **Management will communicate the Company emergency response plans to clients, suppliers and service providers**
- ☐ **The aim is to maintain a relationship and understanding of the benefits of the implemented mitigation**
- ☐ **Limit sites visits and face to face to meetings**
- ☐ **Meetings to be held via Skype, Zoom, Conference calls or other Similar means**
- ☐ **Where critical business meetings are required, the premises access control measures shall apply in these cases**
- Workplace hygiene**
- ☐ **Restroom facilities will be limited as a measure of control to ensure that facilities are effectively disinfected**
- ☐ **Restroom facilities will be disinfected at least twice a day**
- ☐ **Office environments will be disinfected at least twice a day – this includes offices, meetings rooms, staircase handrails, doorknobs and lift buttons**
- ☐ **Hand disinfecting stations will be provided at every entrance into the building including rest room facilities**
- ☐ **Workplace stations will be disinfected with soap and water after every tea and lunch break**
- ☐ **Any touch system computerised screen will be disinfected with a 60% alcohol-based sanitiser**
- ☐ **Parental control**
- ☐ **Employees will not be allowed to bring their children to work during the closure of schools.**
- ☐ **Employees will not be allowed to bring their child to work in the event of any ill health effects or symptoms. The parent of such a child must report the matter to HR and management**

- ☐ **The parent must make other arrangement to accommodate the child**
- ☐ **In the event where no arrangements can be made, the parent must consult with HR regarding the relevant leave policy specifically aligned to the COVID-19 disaster management plan**
- ☐ **Employees may also elect to work from home if they have the requisite equipment and facilities in the absence of any childcare services being available**

#### **Awareness and training programs**

- ☐ **Only internal programs of this nature will be allowed and limited to small groups of no more than 15 people per session.**
- ☐ **People must stand or sit at least 2m apart from each other**
- ☐ **The area will be well ventilated and must have enough space for the purpose of awareness programs**
- ☐ **Hand sanitisers must be available in the area and people must wear masks**
- ☐ **Where tables and chairs are used for such sessions, these shall be disinfected after every session. Office environment meetings**
- ☐ **Office meetings will be kept to a limit of 4 people at a time**
- ☐ **People must sit at least 2m apart from each other**
- ☐ **Hand sanitisers must be available in during the meeting**
- ☐ **Office tables and chairs will be disinfected after every meeting**



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- **HOW TO MANAGE POTENTIAL COVID-19 CASES**

### **Managing cases of suspected and actual exposure: Employees**

#### **SUSPECTED COVID-19 CASE**

- Do not allow the suspected COVID-19 person to make contact with others.
- Place them in an isolation room.
- Contact Netcare 911 to transport the employee to the nearest test center.
- Notify the disaster management committee.
- The employee will self-isolate for 14 days and can only return to work after their GP provides a clearance certificate or if their test results are negative for COVID-19.
- Employees are requested to self-diagnose and visit their medical practitioners if they are feeling ill, advising HR if they are ill.

#### **THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- Do not allow the suspected COVID-19 person to make contact with others.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other employees must be limited or prevented.
- If the employee that they were exposed to is tested positive for COVID-19, these employees will have to be tested as well. These employees can only return to work if they test negative.

#### **ISOLATION ROOM AND WORKSTATION MANAGEMENT**

- In the event where an employee needs to make his/her own arrangements for transportation or uses public transport, and is suspected of COVID-19, the employee must be placed in an isolation room.
- Netcare 911 must be contacted to attend to the employee and transport him/her to the required treatment facilities.
- The disinfecting team needs to be contacted to attend to the isolation room and work station of such an employee.

### **Managing cases of suspected and actual exposure: Visitors**

## SUSPECTED COVID-19 CASE

- Make sure that the visitor does not come into contact with any other individuals.
- Provide the individual with a mask, ensure that they wash and disinfect their hands prior to issuing them with gloves.
- Arrange that the individual is escorted from the premises.
- Contact their direct line manager / employer / family member.

## THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other personnel must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the visitor will have to undergo testing.
- Employees will only return to work if the results are negative.

### WORKSTATION MANAGEMENT

The disinfecting team needs to attend to the workstation of such an individual or meeting room, in the event of the confirmed COVID-19 case.

- **HOW TO MANAGE POTENTIAL COVID-19 CASES**

**Managing cases of suspected and actual exposure: Contractors**

**SUSPECTED COVID-19 CASE**

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

**THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- These employees' symptoms will be monitored daily. They will be issued with masks and gloves. Contact with other employees must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the person will have to undergo testing.
- Employees will only return to work if the results are negative.

**WORKSTATION MANAGEMENT**

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

**Emergency response contact number**

<b>Emergency response name</b>	<b>Designation</b>	<b>Contact Number</b>
<b>Health &amp; Safety Manager</b>	<b>Manager</b>	
<b>Netcare 911/ or any other recognised EMS</b>	<b>Ambulance</b>	<b>082 911</b>
<b>Any other</b>		
<b>Government</b>	<b>National Institute of Communicable Diseases</b>	<b>0800 029 999</b>
<b>Any Other</b>		

## **2. Manufacturing Suppliers & Stockists of Construction Materials**

### **HAZARD AND RISK CONTROLS**

#### **Resumption of operations**

- The Security or Receptionists will record the reading of the temperatures taken for individuals at the designated relevant access points of the premises for which access controls have been in place. All persons performing such duties shall wear a mask at all times whilst performing these duties.
- Security or Receptionists taking temperature readings will use a clipboard and disposable pens – only these designated parties will record the readings of temperature readings at access points
- If temperature is above 37°, wait 5 minutes and retake temperature. If temperature is above 37.3° do not allow access, report to management for further action
- Take every person's temperature entering the premises
- Ensure queue control at access points – stand 2m apart from each other
- Management to conduct COVID-19 induction screening and awareness program, together with PPE training before allowing employees to proceed to their workstations
- Allocate hand sanitizer stations at access points – every person must sanitise their hands prior entering the premises
- Each person entering the premises will be required to sign the COVID-19 declaration and assessment form
- Conduct COVID-19 induction program
- Issue all employees with additional PPE

○ Face masks.

○ PPE aligned to risk Premises access control

- Security or a designated Cleaner will disinfect the biometric finger printing access units every time an employee utilises it for access. The use of access tags will be encouraged and employees will be required to sanitise the tags each time after using them.

**Food handling processes and canteen service**

- 
- **Management must ensure that different lunch and teatime breaks allocated – to minimise the amount of people accessing canteen areas at a time. Social distancing will be enforced at all times**
- **Measure and monitor the implementation of the requirements for canteen service providers**
- **Canteen areas will be disinfected at least twice a day**
- **Canteen service provider must provide management with a detailed awareness and training, health and hygiene program**
- **Disinfecting stations must be allocated cash points**

- Food service staff must be issued with masks and disposable surgical gloves
- Self-service food stations will not be allowed
- Employees will not be permitted to buy food outside of the premises during working hours and shall bring their own lunch if they do not plan to use the canteen facilities
  - Break times should always be staggered to reduce congestion and contact.
  - Workers should sit 2 metres apart from each other whilst eating and avoid all contact.
  - Disposable plates and cutlery must be used at all times.
  - Workers should be asked to bring pre-prepared meals and refillable drinking bottles from home to the extent possible.
  - All rubbish should be put straight in the bin by each user.
  - All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

#### **Employees required to travel**

- Employees
  - Sale Representatives
  - Delivery Staff
  - Critical business travel (locally)
- 
- Employees using public transport to commute between home and work are to adhere to the strict rules determined for such travel by the Minister of Transport. Such employees shall be issued with masks by the employer as well as hand sanitiser that will be used according to the training provided at the place of employment.
  - Employees using company vehicles shall be limited to two per bakkie and 3 per sedan. Employees exceeding one in number shall use masks when travelling in company vehicles.
  - Hand sanitiser shall be provided for each company vehicle.
  - Communication plans such as skype, Zoom, Telephone conferences, WhatsApp video calls or Google workplace video calls will be used to limit the amount of business travel requirements
  - Sale representatives and truck drivers will be issued with hand sanitisers – this must be kept in their vehicle
  - Non-alcoholic swabs will be issued to sale representatives and truck drivers in the event of testing requested by clients

- **Sale representatives and truck drivers shall declare any symptoms that might be linked to the COVID-19 virus to management**
- **Trucks will be decontaminated after deliveries and at the end of each shift – decontamination can be done with soap and water**
- **Drivers and sale representatives will be scanned by security with infrared temperature devices every time they enter the premises**
- **In the event that critical business is required for local traveling via flights – this will only be done by approval of the CEO. A traveling kit will be provided to the individual for business-critical travel upon approval. When such individuals return, his/her symptoms shall be monitored daily for 14 days. In the event where the individual shows any symptoms of COVID-19 he/she will self-isolate for 14 days**
- **International traveling will not be allowed, until further notice (Outside the borders of South Africa).**
- **If you were exposed to a person who traveled internationally. You will be required to self-isolate for 14 days.**



### **Suppliers, customers and contractors**

- **Management will make a decision on what level of interaction is required and limit access to premises for work purposes only except for emergency maintenance of equipment when a Contractor/Service provider needs to access equipment in the office requiring attention. Premises access control measures shall apply in these cases**

- **Management will communicate the Company emergency response plans to clients, suppliers and service providers**
- **The aim is to maintain a relationship and understanding of the benefits of the implemented mitigation**
- **Limit sites visits and face to face to meetings**
- **Meetings to be held via Skype, Zoom, Conference calls or other Similar means**
- **Where critical business meetings are required, the premises access control measures shall apply in these cases**

### **Workplace hygiene**

- **Rest room facilities will be limited as a measure of control to ensure that facilities are effectively disinfected**
- **Rest room facilities will be disinfected at least twice a day**
- **Office environments will disinfected at least twice a day – this includes offices, meetings rooms, staircase handrails, doorknobs and lift buttons**
- **Hand disinfecting stations will be provided at every entrance into the building including rest room facilities**
- **Workplace stations will be disinfected with soap and water after every tea and lunch break**
- **Any touch system computerised screen will be disinfected with a 60% alcohol-based sanitiser**
- **Changeroom and washroom facilities for employees will be disinfected at least twice a day.**
- **Employees will always be required to place personal belongings in personal lockers provided in change rooms**
- **Workplace stations in production areas will be disinfected at least twice a day. Parental control**
- **Employees will not be allowed to bring their children to work during the closure of schools.**
- **Employees will not be allowed to bring their child to work in the event of any ill health effects or symptoms. The parent of such a child must report the matter to HR and management**
- **The parent must make other arrangement to accommodate the child**
- **In the event where no arrangements can be made, the parent must consult with HR regarding the relevant leave policy specifically aligned to the COVID-19 disaster management plan**

- **Employees may also elect to work from home if they have the requisite equipment and facilities in the absence of any childcare services being available**

#### **Awareness and training programs**

- **Only internal programs of this nature will be allowed and limited to small groups of no more than 15 people per session.**
- **People must stand or sit at least 2m apart from each other**
- **The area will be well ventilated and must have enough space for the purpose of awareness programs**
- **Hand sanitisers must be available in the area and people must wear masks**
- **Where tables and chairs are used for such sessions, these shall be disinfected after every session.**

#### **Office environment meetings**

- **Office meetings will be kept to a limit of 4 people at a time**
- **People must sit at least 2m apart from each other**
- **Hand sanitisers must be available in during the meeting**
- **Office tables and chairs will be disinfected after every meeting**

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- **HOW TO MANAGE POTENTIAL COVID-19 CASES**

## **Managing cases of suspected and actual exposure: Employees**

### **SUSPECTED COVID-19 CASE**

- Do not allow the suspected COVID-19 person to make contact with others.
- Place them in an isolation room.
- Contact Netcare 911 to transport the employee to the nearest test center.
- Notify the disaster management committee.
- The employee will self-isolate for 14 days and can only return to work after their GP provides a clearance certificate or if their test results are negative for COVID-19.
- Employees are requested to self-diagnose and visit their medical practitioners if they are feeling ill, advising HR if they are ill.

### **THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- Do not allow the suspected COVID-19 person to make contact with others.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other employees must be limited or prevented.
- If the employee that they were exposed to is tested positive for COVID-19, these employees will have to be tested as well. These employees can only return to work if they test negative.

#### **ISOLATION ROOM AND WORKSTATION MANAGEMENT**

- In the event where an employee needs to make his/her own arrangements for transportation or uses public transport, and is suspected of COVID-19, the employee must be placed in an isolation room.
- Netcare 911 must be contacted to attend to the employee and transport him/her to the required treatment facilities.
- The disinfecting team needs to be contacted to attend to the isolation room and work station of such an employee.

### **SUSPECTED COVID-19 CASE**

### **THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- Make sure that the visitor does not come into contact with any other individuals.
- Provide the individual with a mask, ensure that they wash and disinfect their hands prior to issuing them with gloves.
- Arrange that the individual is escorted from the premises.
- Contact their direct line manager / employer / family member.

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other personnel must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the visitor will have to undergo testing.
- Employees will only return to work if the results are negative.

#### **WORKSTATION MANAGEMENT**

The disinfecting team needs to attend to the workstation of such an individual or meeting room, in the event of the confirmed COVID-19 case.

**HOW TO MANAGE POTENTIAL COVID-19 CASES**

## Managing cases of suspected and actual exposure: Contractors

### **SUSPECTED COVID-19 CASE**

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

### **THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- These employees' symptoms will be monitored daily. They will be issued with masks and gloves. Contact with other employees must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the person will have to undergo testing.
- Employees will only return to work if the results are negative.

#### **WORKSTATION MANAGEMENT**

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

## Emergency response contact number

Emergency response name	Designation	Contact Number
Health & Safety Manager	Manager	
Netcare 911/ or any other recognised EMS	Ambulance	082 911
Any other		
Government	National Institute of Communicable Diseases	0800 029 999
Any Other		

### **3. Construction Sites**

The Protocols below will apply at all times where a main Contractor is responsible for Capital Works, Maintenance Works or EPWP Projects. Save for the possibility that the site may not be fenced off as in the case of a traditional site, all OHS Act responsibilities remain together with Covid 19 Health and Safety Measures which should be conducted at the meeting or assembly points generally required for employees and sub-contractors performing Maintenance or EPWP type work.

### **HAZARD AND RISK CONTROLS**

#### **Resumption of operations**

- The Security will record the reading of the temperatures taken for individuals. Persons performing these duties shall wear masks at all times whilst doing so.
- Security taking temperature readings will use a clipboard and disposable pens – only receptionist will record the readings of temperature readings at access points
- If temperature is above 37°, wait 5 minutes and retake temperature. If temperature is above 37.3° do not allow access, report to management for further action
- Take every person's temperature entering the premises
- Ensure queue control at access points – stand 2m apart from each other
- Management to conduct COVID-19 induction screening and awareness program, together with PPE training before allowing employees to proceed to their workstations
- Allocate hand sanitizer stations at access points – every person must sanitise their hands prior entering the premises
- Each person entering the premises will be required to sign the COVID-19 declaration and assessment form
- Conduct COVID-19 induction program
- Issue all employees with additional PPE

- Face masks.

- **PPE aligned to risk Premises access control**
- **All other safety monitoring equipment employed such as alcometers etc. shall be the contactless type or be fitted with disposable mouthpieces. Such equipment shall be sanitized after every use.**
- **Security will ensure that non-essential visitors are not allowed access to a construction site.**
- **Contractors will monitor site access points to enable social distancing – contractors may need to change the number of access points, either increase to reduce congestion or decrease to enable monitoring.**
- **Allow plenty of space (two metres) between people waiting to enter site.**
- **Remove or disable entry systems that require skin contact e.g. fingerprint scanners or biometric system.**

#### **Food handling processes and canteen service**

- **Management must ensure that different lunch and teatime breaks allocated – to minimise the amount of people accessing canteen areas at a time. Social distancing must be enforced at all times**
- **Measure and monitor the implementation of the requirements for canteen service providers**
- **Canteen areas will be disinfected at least twice a day**
- **Canteen service provider must provide management with a detailed awareness and training, health and hygiene program**
- **Disinfecting stations must be allocated cash points**
- **Food service staff must be issued with masks and disposable surgical gloves**
- **Self-service food stations must not be allowed**
- **Employees will not be permitted to buy food outside of the premises during working hours and shall bring their own lunch if they do not plan to use the canteen facilities**
- **Break times should always be staggered to reduce congestion and contact.**
- **Workers should sit 2 metres apart from each other whilst eating and avoid all contact.**
- **Disposable plates and cutlery must be used at all times.**
- **Workers should be asked to bring pre-prepared meals and refillable drinking bottles from home to the extent possible.**
- **All rubbish should be put straight in the bin by each user.**
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- **All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.**

#### **Employees required to travel**

- **Employees**
- **Delivery Staff**
- **Critical business travel (locally)**
- **Employees using public transport to commute between home and work are to adhere to the strict rules determined for such travel by the Minister of Transport. Such employees shall be issued with masks by the employer as well as hand sanitiser that will be used according to the training provided at the place of employment.**
- **In the event that the employer provides transport, this will be done in accordance with the same regulations that apply to that for public transport providers.**
- **Employees using company vehicles shall be limited to two per bakkie and 3 per sedan. Employees exceeding one in number shall use masks when travelling in company vehicles.**
- **Hand sanitiser shall be provided for each company vehicle.**
- **Communication plans such as skype, Zoom, Telephone conferences, WhatsApp video calls or Google workplace video calls will be used to limit the amount of business travel requirements**
- **Delivery staff and truck drivers will be issued with hand sanitisers – this must be kept in their vehicle**



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- Non-alcoholic swabs will be issued to truck drivers in the event of testing requested by clients
- Truck drivers shall declare any symptoms that might be linked to the COVID-19 virus to management
- Trucks will be decontaminated after deliveries and at the end of each shift – decontamination can be done with soap and water
- Drivers will be scanned by security with infrared temperature devices every time they enter the premises
- In the event that critical business is required for local traveling via flights – this will only be done by approval of the CEO. A traveling kit will be provided to the individual for business-critical travel upon approval. When such individuals return, his/her symptoms shall be monitored daily for 14 days. In the event where the individual shows any symptoms of COVID-19 he/she will self-isolate for 14 days
- International traveling will not be allowed, until further notice (Outside the borders of South Africa).
- If you were exposed to a person who traveled internationally. You will be required to self-isolate for 14 days.
- Suppliers, customers and sub-contractors
- Management will make a decision on what level of interaction is required and limit access to premises for work purposes.
- Site premises shall be entered for emergency maintenance of equipment when a Contractor/Service provider needs to access equipment on site requiring attention or when a supplier of materials is required to access the premises. Premises access control measures shall apply in these cases
- Sub-contractors that are on site full time will be required to comply with all protocols as those that are applicable to employees
- Management will communicate the Company emergency response plans to clients, suppliers and service providers
- The aim is to maintain a relationship and understanding of the benefits of the implemented mitigation
- Limit sites visits and face to face to meetings
- Meetings to be held via Skype, Zoom, Conference calls or other Similar means
- Where critical business meetings are required, the premises access control measures shall apply in these cases

#### **Workplace hygiene**

- Rest room facilities will be limited as a measure of control to ensure that facilities are effectively disinfected

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- **Rest room facilities will be disinfected at least twice a day**
- **Office environments will disinfected at least twice a day – this includes offices, meetings rooms, staircase handrails, doorknobs and lift buttons**
- **Hand disinfecting stations will be provided at every entrance into the building including rest room facilities**
- **Workplace stations will be disinfected with soap and water after every tea and lunch break**
- **Any touch system computerised screen will be disinfected with a 60% alcohol-based sanitiser**
- **Changeroom and washroom facilities for employees will be disinfected at least twice a day.**
- **Employees will always be required to place personal belongings in personal lockers provided in change rooms**
- **Workplace stations in production areas will be disinfected at least twice a day.**

#### **Parental control (Applicable to Office Based Staff Only on Sites)**

- **Employees will not be allowed to bring their children to work during the closure of schools.**
- **Employees will not be allowed to bring their child to work in the event of any ill health effects or symptoms The parent of such a child must report the matter to HR and management**
- **The parent must make other arrangement to accommodate the child**
- **In the event where no arrangements can be made, the parent must consult with HR regarding the relevant leave policy specifically aligned to the COVID-19 disaster management plan**
- **Employees may also elect to work from home if they have the requisite equipment and facilities in the absence of any childcare services being available**

#### **Awareness and training programs**

- **Only internal programs of this nature will be allowed and limited to small groups of no more than 15 people per session.**
- **People must stand or sit at least 2m apart from each other**
- **The area will be well ventilated and must have enough space for the purpose of awareness programs**
- **Hand sanitisers must be available in the area and people must wear masks**
- **Where tables and chairs are used for such sessions, these shall be disinfected after every session.**

#### **Office environment meetings**

- **Office meetings will be kept to a limit of 4 people at a time**
- **People must sit at least 2m apart from each other**
- **Hand sanitisers must be available in during the meeting**
- **Office tables and chairs will be disinfected after every meeting**

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### **Managing cases of suspected and actual exposure: Employees**

#### **SUSPECTED COVID-19 CASE**

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- Place them in an isolation room.
- Contact Netcare 911 to transport the employee to the nearest test center.
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- Employees are requested to self-diagnose and visit their medical practitioners if they are feeling ill, advising HR if they are ill.

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- Do not allow the suspected COVID-19 person to make contact with others.
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#### **ISOLATION ROOM AND WORKSTATION MANAGEMENT**

- In the event where an employee needs to make his/her own arrangements for transportation or uses public transport, and is suspected of COVID-19, the employee must be placed in an isolation room.
- Netcare 911 must be contacted to attend to the employee and transport him/her to the required treatment facilities.
- The disinfecting team needs to be contacted to attend to the isolation room and work station of such an employee.

### **Managing cases of suspected and actual exposure: Visitors**

## SUSPECTED COVID-19 CASE

- Make sure that the visitor does not come into contact with any other individuals.
- Provide the individual with a mask, ensure that they wash and disinfect their hands prior to issuing them with gloves.
- Arrange that the individual is escorted from the premises.
- Contact their direct line manager / employer / family member.

## THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other personnel must be limited or prevented.
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- Employees will only return to work if the results are negative.

### WORKSTATION MANAGEMENT

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## • HOW TO MANAGE POTENTIAL COVID-19 CASES

### Managing cases of suspected and actual exposure: Sub- Contractors

#### **SUSPECTED COVID-19 CASE**

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

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#### **WORKSTATION MANAGEMENT**

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

### Emergency response contact number

Emergency response name	Designation	Contact Number
Health & Safety Manager	Manager	
Netcare 911/ or any other recognised EMS	Ambulance	082 911
Any other		
Government	National Institute of Communicable Diseases	0800 029 999
Any Other		

## **C5.5 COVID-19 COMPLIANCE CHECKLIST**

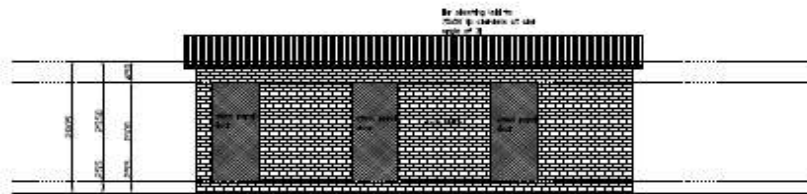
1. Ergonomic practices	Yes	No	Comment
Are all workers inducted on COVID 19 Occupational Health Safety?			
Have all workers completed a travel itinerary over the last 6 weeks and indicated possible COVID 19 contact?			
Does the site have COVID 19 site representative appointed?			
Does the site have a daily COVID 19 screening protocol in place?			
Does the site have a COVID 19 site visit register for all external visitors?			
Does the site have an infrared thermometer in place?			
Does the site have a COVID 19 isolation room ?			
All workers aware of the support available to them on all COVID 19 matters?			
2. Physical distancing	Yes	No	Comment
Does the site have awareness posters around the site on keeping at least 2.0 meters distance between individuals?			
Does the site have signs at the entrances and various working areas to ensure the maximum safe capacity is not exceeded?			
Are all site offices complying in terms of social distancing?			
Are site shift arrangements in place where possible?			
Are all tasks that cannot meet social distancing criteria been identified , mitigated and complied with?			
Are social distancing markers on site in areas where external visitors meet and where workers perform tasks?			
Is there a social distance representative nominated for the entire site?			



3. Handwashing and hygiene	Yes	No	Comment
Does the site have hand sanitizer stations at entry and exit points ?			
Are all site bathrooms well stocked with hand wash and paper towel?			
Are there site posters with instructions on how to hand wash/hand rub?			
All workers well instructed on other ways to limit the spread of germs, including not touching their faces, sneezing into their elbows, and staying home if feeling sick?			
Are all workers well instructed on the need to limit contact with others including avoiding shaking of hands or touching objects unless necessary?			
Does the site have increased access to closed bins in your workplace?			
4. Cleaning	Yes	No	Comment
Are all areas frequented by workers or others (e.g. visitors to site) cleaned at thrice daily with 60% alcohol-based hand sanitizer detergent or disinfectant and is there a cleaning roster?			
All workers well instructed to wear gloves for all tasks and to clean and wash their hands thoroughly with 60% alcohol-based hand sanitizer before and after wearing gloves?			
Are all frequently touched areas and surfaces such as but not limited to common buttons, handrails, tables, counter tops, door knobs, sinks and keyboards cleaned three times a day with a 60% alcohol based detergent or disinfectant solution or wiped and is there a cleaning roster?			
Are all workers instructed to clean personal property such as, sunglasses, mobile phones and ipads with a 60% alcohol based detergent or disinfectant solution daily?			
5. Monitor symptoms	Yes	No	Comment
Are signs about the symptoms of COVID-19 in the workplace well displayed?			
Are all workers aware of the need to stay at home if they are sick, and if they are displaying symptoms of COVID-19 or have been in close contact with a person who has COVID-19 aware of the need for them to report to OHS agent and call the National Coronavirus hotline (0800 012 322 free on mobile networks including landlines)?			
Are workers aware of their leave entitlements if they are sick or required to self-quarantine?			
Is the OHS agent aware of the need to treat personal information about individual workers' health carefully, in line with privacy laws?			

6. Plan ahead	Yes	No	Comment
Is there a plan to ensure business continuity if there is a suspected or confirmed outbreak of COVID-19 on site ?			
Is there appropriate cleaning products and personal protective equipment available to disinfect the site following an outbreak?			

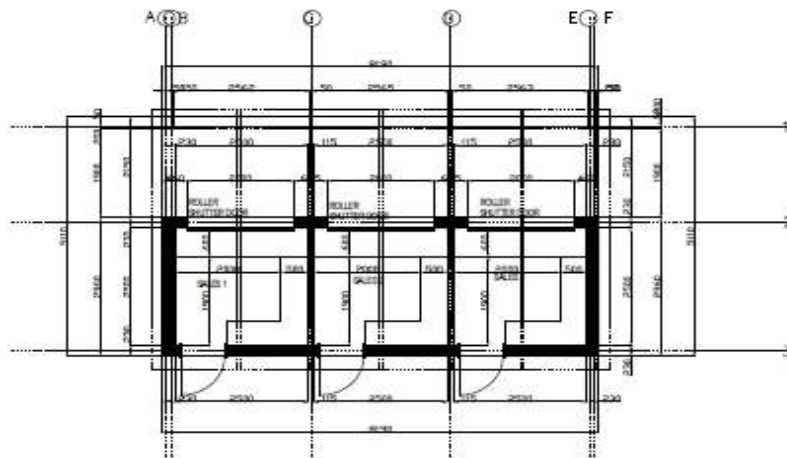
## **C5.6 CONTRACT DRAWINGS**



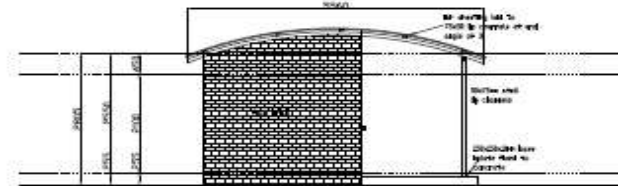
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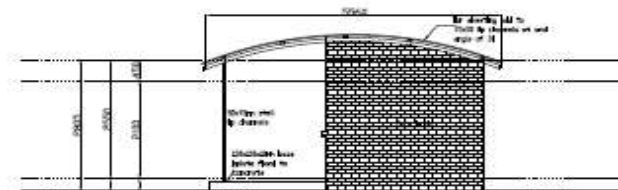
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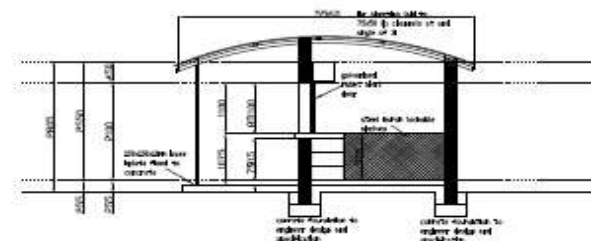
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TYPICAL ELEVATION FOOD STALL  
Scale (1:50)

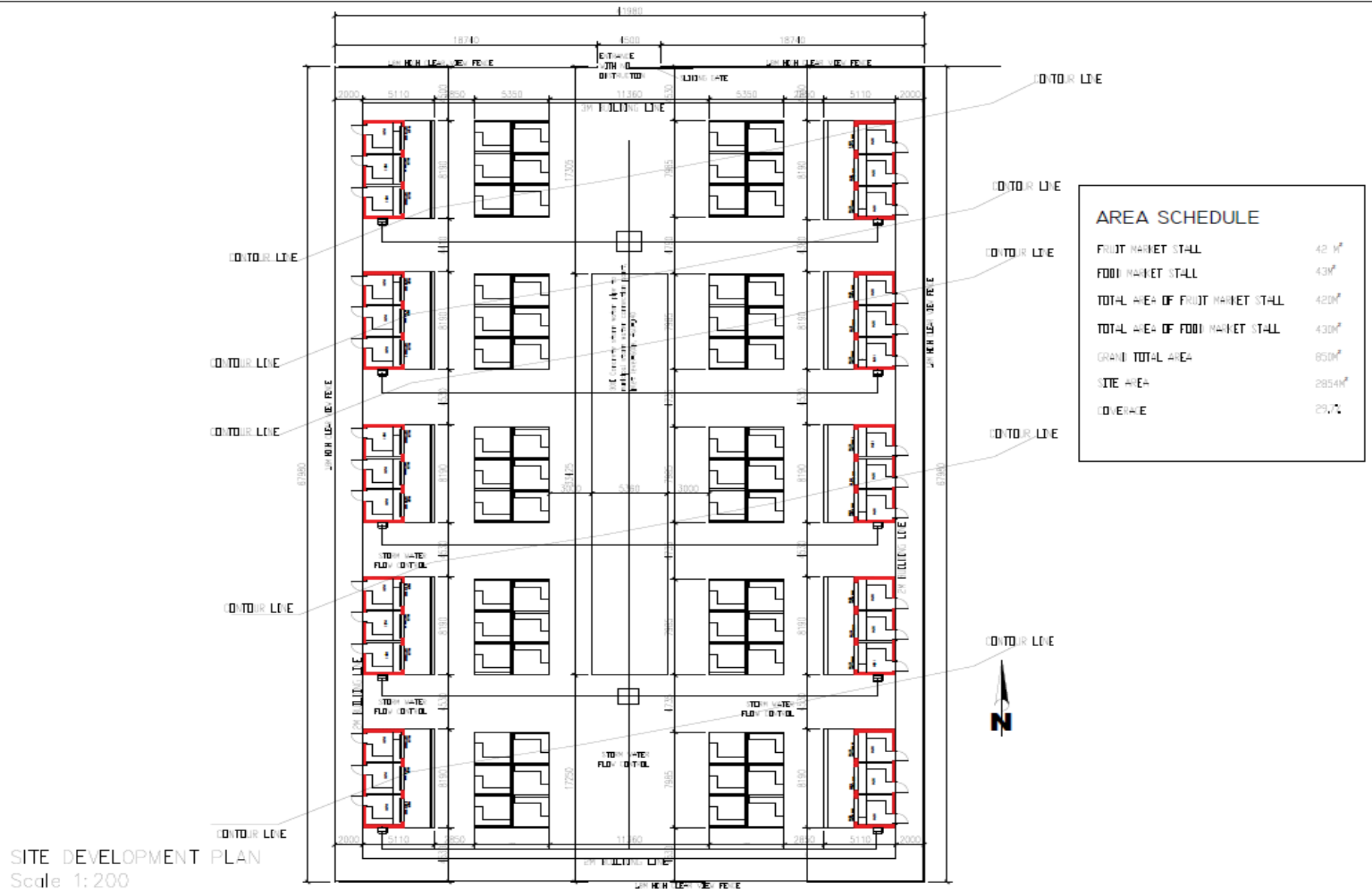


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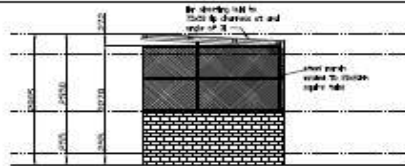


SECTION A—A FOOD STALL  
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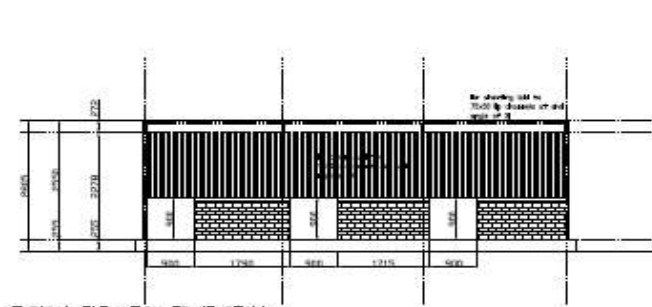
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DRAWN BY: M.R. MANSOUR					CHECKED BY: MEL HEN P.O.		PROJECT NAME:		PROPOSED MARKET STALLS		REVISIONS		DATE		DATE	
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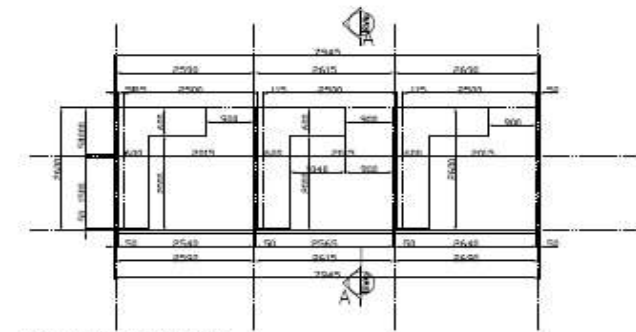
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TYPICAL ELEVATION FRUIT STALL  
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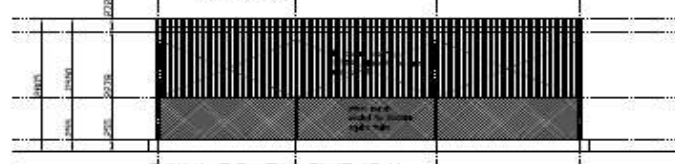
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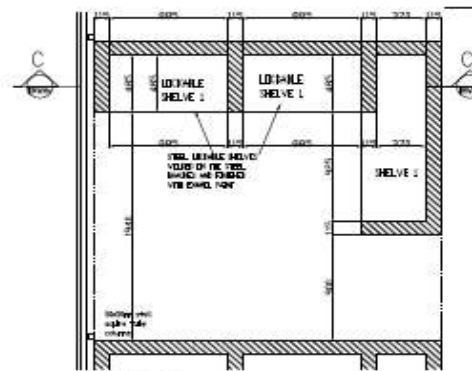
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TYPICAL SECTION B-B FRUIT STALL  
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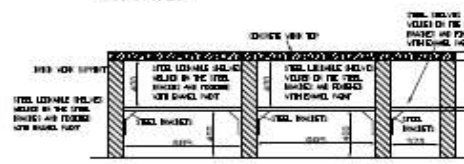
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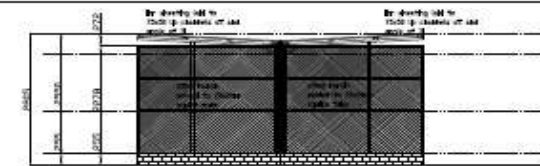
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DETAIL ELEVATION  
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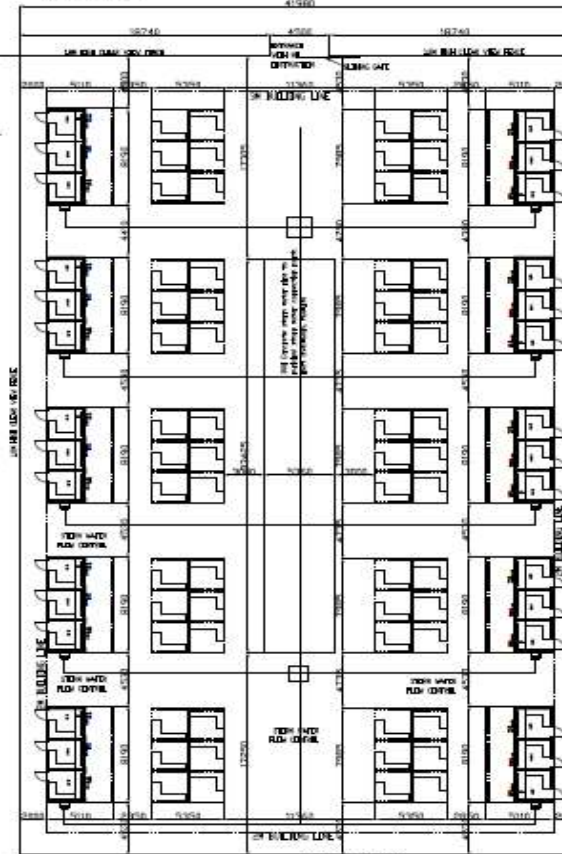
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TYPICAL SECTION A-A MARKET STALL  
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TYPICAL SECTION A-A MARKET STALL  
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SITE DEVELOPMENT PLAN  
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# General

1. All work shall be in accordance with the latest edition of the relevant codes of practice and standards. 2. The Contractor shall be responsible for obtaining all necessary permits and licenses. 3. The Contractor shall be responsible for the safety of the work area and for the safety of the public. 4. The Contractor shall be responsible for the protection of the existing structures and utilities. 5. The Contractor shall be responsible for the disposal of all waste materials.

## Foundations

1. Foundations shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the foundations. 3. The Contractor shall be responsible for the testing and inspection of the foundations.

## Floors

1. Floors shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the floors. 3. The Contractor shall be responsible for the testing and inspection of the floors.

## Walls

1. Walls shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the walls. 3. The Contractor shall be responsible for the testing and inspection of the walls.

## Roofs

1. Roofs shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the roofs. 3. The Contractor shall be responsible for the testing and inspection of the roofs.

## Cladding

1. Cladding shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the cladding. 3. The Contractor shall be responsible for the testing and inspection of the cladding.

## Fire Protection

1. Fire protection shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the fire protection. 3. The Contractor shall be responsible for the testing and inspection of the fire protection.

## Other

1. Other work shall be constructed in accordance with the relevant codes of practice and standards. 2. The Contractor shall be responsible for the design and construction of the other work. 3. The Contractor shall be responsible for the testing and inspection of the other work.

## Approval

1. The Contractor shall obtain the necessary approvals from the relevant authorities. 2. The Contractor shall be responsible for the submission and processing of the approvals. 3. The Contractor shall be responsible for the payment of the fees associated with the approvals.

## Other

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