




DEVELOPMENT OF POTGIETER PARK

TENDER NUMBER: 92 OF 2023

CIDB GRADING: 6 CE OR HIGHER

MAKHADO MUNICIPALITY Contact Person: Ms P Mudau Tel: (015) 516 3044		CONSULTANTS PRINCIPAL AGENT Contact Person: Mr. M.E Muluvhu Tel: (083) 784 9478	
Name of Bidder:			
Bid Amount (VAT Incl.):			
BBBEE status:			
Bidder Address:			
Receipt Number:			
Email Address:			
Contact numbers:	Tel:	Cell:	Fax:
		 <p>EXPANDED PUBLIC WORKS PROGRAMME Creating opportunities towards human fulfilment</p>	

DEVELOPMENT OF POTGIETER PARK

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THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

PART T1: TENDERING PROCEDURES

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DEVELOPMENT OF POTGIETER PARK

T1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER NOTICE

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 **16 November 2023 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/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
91 of 2023	Waterval sports facility	80/20 preferential points with functionality	20 November 2023 at 12:00pm at Waterval sports facility	• CIDB grading 04CE or higher	Director Technical Services: Ms. DG Siboiboi or Ms. Thulare L at 0155193000	Ref: 8/3/2/2023 Notice no: 147/2023	04 December 2023 at 12H00pm
92 of 2023	Development of Potgieter Park	80/20 preferential points with functionality	21 November 2023 at 10:00am at CNR Rissik and Kock street	<ul style="list-style-type: none"> • CIDB grading 06GB or higher • Attach three years audited financial statement (only for those required by law to be audited) 	Director Technical Services: Ms. DG Siboiboi or Ms. Thulare L at 0155193000	Ref: 8/3/2/2024 Notice no: 148 /2023	12 December 2023 at 12H00pm
93 of 2023	Supply, Delivery, and Installation for Street Names for Makhado local municipality	80/20 preferential points			Director Development and planning: Mr. Mabunda A at 0155193000	Ref: 8/3/2/2025	04 December 2023 at 12H00pm

DEVELOPMENT OF POTGIETER PARK

						Notice no: 149 /2023	
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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 per above mentioned 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 (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- 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 (CSD) **report**.

NB:

- **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

MR KM NEMANAME
MUNICIPAL MANAGER

MAKHADO

DEVELOPMENT OF POTGIETER PARK



MAKHADO LOCAL MUNICIPALITY



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Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

ERRATUM NOTICE

Makhado Local Municipality is hereby issuing an erratum for an advert which appeared in Sowetan newspaper dated 10 November 2023.

Erratum has been issued to the special requirement to the following bid:

Bid no 92 of 2023: Development of Potgieter Park

Special requirement:

- CIDB Grading 06GB or higher has changed to CIDB Grading 06CE or higher.

The closing date: 12 December 2023 at 12:00pm

Civic Centre
83 Krogh Street
MAKHADO

Notice No. 148 /2023
File No. 8/3/2/ 2024

MR. KM NEMANAME
MUNICIPAL MANAGER

DEVELOPMENT OF POTGIETER PARK



MAKHADO MUNICIPALITY

Vision: A dynamic hub for socio-economic development by 2050
Mission: To ensure effective utilization of economic resources to address socio-economic imperatives through mining, agriculture and tourism

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Civic Centre
83 Krogh Street
MAKHADO

Notice No. 148 /2023
File No. 8/3/2/2024

MR. KM NEMANAME
MUNICIPAL MANAGER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause Number	Tender Data
2. <u>EMPLOYER</u> CI. F1.1	<p>The "Employer" is "MAKHADO LOCAL MUNICIPALITY"</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is: Makhado Municipality, Civic Centre, 83 Krogh Street, Makhado.</p> <p>The Employer's address for communication relating to this project is: Private Bag x 2596, Louis Trichardt, 0920.</p>
3. <u>TENDER DOCUMENTS</u> CI. F.1.2	<p>"The following documents form part of this tender:</p> <p>VOLUME 1</p> <p>THE TENDER</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>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p>

DEVELOPMENT OF POTGIETER PARK

	<p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Performance Guarantee</p> <p>C1.3 Contract Data</p> <p>C1.4 Performance Guarantee for Material and Equipment not yet Built into the Works</p> <p>C1.5 Retention Money Guarantee</p> <p>C1.6 Agreement in Terms of the Occupational Health and Safety Act 85 of 1993</p> <p>C1.7 Abstracts of the mine health and safety Act No 29 of 1996 and Amendment act No.72 of 1997</p> <p>C1.8 Agreement with Adjudicator</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p>C2.3 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 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</p> <p>C5.2 : Baseline Risk Assessment</p> <p>C5.3 : Contract Drawings List</p> <p>VOLUME 2</p> <ul style="list-style-type: none"> Tender Drawings
<p>4. <u>EMPLOYER'S AGENT</u></p> <p>CI. F.1.4</p>	<p>The Employer's agents are:</p> <p>a) Principal Agent</p> <p>Rixongile Consulting Engineers</p> <p><u>Physical Address:</u></p> <p>30 solomon Road</p> <p>Woodhill</p> <p>Polokwane</p> <p>0699</p>

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	<p>Tel.: (083) 784 9478/ 071 331 9324</p> <p>E-mail: rixongileconsulting@gmail.com</p>
5. <u>TENDERER'S OBLIGATIONS</u>	
5.1. <u>Eligibility</u> Cl. F.2.1	<p>A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.</p> <p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the 6 class of construction work; and 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 tendered for a 6 class of construction work are eligible to submit tenders.
5.2. <u>Site Visit and Clarification Meeting</u> Cl. F.2.7	<p>The arrangements for a compulsory pre-tender meeting are:</p> <p>21 NOVEMBER 2023 AT 10:00am at CNR Rissik and Kock street,</p>
5.3. <u>Insurance</u> Cl. F.2.9	<p>No insurance cover will be provided by the Employer.</p>
5.4. <u>Alternative Tender Offers</u>	<p>Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for</p>

DEVELOPMENT OF POTGIETER PARK

CI. F. 2.12	<p>consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:</p> <p>5.4.1. <u>Tenders</u></p> <p>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted.</p> <p>Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third-party registered engineer, accomplished in such specific field of practice.</p> <p>5.4.2. <u>Preliminary calculations</u></p> <p>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p> <p>5.4.3. <u>Preliminary drawings</u></p> <p>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p>5.4.4. <u>Quantities</u></p> <p>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will</p>
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DEVELOPMENT OF POTGIETER PARK

determine quantities shall be clearly and conspicuously marked by underlining or colouring and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).

5.4.5. Further details

Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.

5.4.6. Preliminary adjudication of alternative designs

The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.

5.4.7. Acceptance of alternative design

The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.

5.4.8. Final drawings and calculations and the priced schedule of quantities

Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.

DEVELOPMENT OF POTGIETER PARK

	<p>Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.</p> <p>No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.</p> <p>5.4.9. <u>Responsibility for alternative design</u></p> <p>The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.</p> <p>Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.</p> <p>5.4.10. <u>Indemnity</u></p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.</p>
<p>5.1. <u>Submitting a Tender Offer</u> <u>Cl. F2.13</u></p>	<p>5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1)</p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. <u>Original tender documents</u> (Cl. F2.13.3)</p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p>5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5)</p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked:</p>

DEVELOPMENT OF POTGIETER PARK

“BID NO. 92 of 2023: “ DEVELOPMENT OF POTGIETER PARK”

The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:

**The Foyer of Civic Centre,
83 Krogh Street,
Louis Trichardt.**

5.5.4 Two envelope system (Cl. F.2.13.6)

A two-envelope procedure will not be followed.

5.5.5. Closing time (Cl. F.2.15)

The closing time for submission of tender offers is: **12H00**

Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.

5.5.6. Tender offer validity (Cl. F.2.16)

The tender offer validity period is **90 days** after tender closing date.

5.5.7. Clarification of tender offer after submission (Cl. F.2.17)

Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17.

Add the following sentence:

“The rates stated by the Bidder shall be binding”.

5.5.8. Provide other Material (Cl. F.2.18.1)

Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.

5.5.9. Certificates (Cl. F.2.23)

DEVELOPMENT OF POTGIETER PARK

	<p>The following certificates are to be provided with this tender:</p> <ul style="list-style-type: none"> a) Provide a valid Central Supplier Database (CSD) number. b) Compensation Fund registration certificate c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). <p>A minimum grading of 6 CE or Higher is required.</p> <p><u>Important Note:</u></p> <p>Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
6. <u>EMPLOYER'S UNDERTAKING</u>	
6.1. <u>Opening of Tender Submissions</u> <u>Cl. F3.4</u>	<p>The time and location for opening of the tender offers are:</p> <p style="text-align: center;">12:00 on 12 December 2023</p> <p>Location: The Tender Box The Foyer of Civic Centre, 83 Krogh Street, Louis Trichardt.</p>
6.2. <u>Arithmetical Errors</u> Cl. F.3.9	<p>Delete Clause 3.9.1</p> <p>Insert the following new clause</p> <p>F.3.9.1 Check responsive bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>F3.9.2 Check the highest ranked bid or bidder with the highest number of bid evaluation points after the evaluation of bid offers in accordance with F.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices

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	<p>F.3.9.3 Notify the bidder of all errors or omissions that are identified in the bid offer and either confirm the bid offer as bid or accept the corrected total of prices.</p> <p>F.3.9.4 Where the bidder elects to confirm the bid offer as bid, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total shall govern and the tenderer will be asked to revised selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
<p>7. <u>EVALUATION OF BIDS</u></p> <p>Cl. F.3.11</p>	<p>The procedure for evaluation of responsive Bid offers is Method 2, viz. the case of a financial offer and preferences.</p> <p>The Employer's Preferential Procurement Policy applicable to this Bid and based on the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000) is set out here following:</p> <p>7.1 Business Registration</p> <p>Prospective Bidders shall be registered:</p> <ul style="list-style-type: none"> a) with the South African Revenue Services for all categories of taxes applicable to it. b) with the Compensation Commissioner c) with the Construction Industry Development Board. A minimum grading of 6 CE or higher is required. <p>7.2 Preference Point System</p> <p>Refer to form as Preference Points Claim form in Terms of the Preferential Procurement Regulations 2011 (MBD 6.1) in the Returnable Schedules.</p> <p>Contractors must also supply copies of a joint venture, CC's or any other agreements that clearly indicates ownership and % shareholding.</p> <p><u>If no SARS and Tax Clearance Certificates are attached the bid will be disqualified.</u></p>
8. <u>ACCEPTANCE</u>	Tender offers will only be accepted if:

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<p><u>OF TENDER OFFER</u></p> <p>CI. F3.13</p>	<p>a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South Africa Revenue Services or in case wherein the Bidder provide the municipality with a printed tax clearance from e-filing, it is compulsory that the bidder provide municipality with tax compliance status pin for verification;</p> <p>b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. A minimum grading of 6CE or Higher is required for the main contractor;</p> <p>c) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed projects of similar scope and size.</p> <p>d) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>e) The bidder has not abused the Employer's Supply Chain Management System.</p> <p>f) The bidder has not failed to perform on any previous contract.</p> <p>g) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>
<p>9. <u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u></p> <p>CI. F.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
<p>10. <u>Proof of Availability of Staff with LI Competencies</u></p>	<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>
<p>11. <u>Requirement for submission of names of LI staff</u></p>	<p>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 eligibility requirements.</p>

DEVELOPMENT OF POTGIETER PARK**EVALUATION CRITERIA**

The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Although functionality does not form part of the final tender points scoring for award purpose, tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.

The second stage of the evaluation will be based on Price (80) and preference points for B-BBEE status level of contribution (20).

Detailed points scoring for functionality are as follows:

COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE**TABLE A1: REPUTATION AND REFERENCES**

TARGETED GOALS Name reference with contact details (Previous 3 yrs, Projects involving Roads)		Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	8		
2	Project 2	8		
3	Project 3	8		
4	Project 4	8		
5	Project 5	8		
Sub-Total: Reputation and References		40		

NOTE: The tender should attach appointment letters and completion certificates as a proof for having completed such project. Points for each project will be allocated as follows:

6CE: 8 points
5CE: 7 points
4CE: 6 points
3CE: 5 points

TABLE A2: FINANCIAL REFERENCES

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
Sub-Total: Financial References		10		

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TABLE A3: EXPERIENCE AND QUALIFICATION OF KEY STAFF**Table A3.1 Experience**

	TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: 10 years in building Projects and Roads Projects	>10 yrs=5 6-9 yrs=3 3-5 yrs=2 1-2yrs=1		
2	Site Agent: 8 years in building Projects and Roads Projects	>8 yrs=5 5-7 yrs=3 3-4 yrs=2 1-2yrs=1		
3	Foreman: 5 years in building Projects and Roads projects	>5 yrs=3 4 yrs=1.5 3 yrs=1 1-2yrs=0.5		
4	Health and Safety Officer: 5 years of experience as OHS in building and Civil Engineering Construction	>5 yrs=2 4 yrs=1 3 yrs=0.5 1-2yrs=0.25		
Sub-Total: Experience		15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

Table A3.2 Qualifications

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: Civil Engineering or construction management or Project Management	BSc = 5 B-Tech /PrCPM = 5 ND = 3 N6 = 2 Any Cert= 1		
2	Site Agent: Civil Engineering or construction management or project management or building science (Must have at least NQF 5)	BSc/B-Tech = 5 ND = 4 NQF 5/7 = 3 N6 = 2 Any Cert= 1		
3	Foreman	ND = 3 NQF 7 =2 N6 = 2 N3= 1.5 NQF5= 1.5 NQF 4= 1 NQF 3= 0.5		
4	Health and Safety Officer 5 years of experience as OHS in Road projects and building projects	ND = 2 Cert = 0.5		
Sub-Total: Qualifications		15		

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CV's and Certified Qualifications should be attached.

TABLE A4: PLANT AND EQUIPMENT

TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1. Grader: No (1)	4		
2. TLB: No (1)	3		
3. Excavators: No (1)	4		
4. Water Cart: No (1) (10 000 litre)	2		
5. 10 m³ Tipper Trucks: No (5)	4		
6. 12 Ton Roller (1 no)	3		
Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants (For hiring, tenderers will only receive 50% of the full points for Plant and Equipment).

TABLE A5: SUMMARY

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE COMPANY: TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE 3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

Minimum functionality requirements of seventy percent (70%) or 70 points required for further evaluation.

The 80/20-point scoring system will be used on second stage of evaluation

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES.....	T.22
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.57
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.94

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T2.1 LIST OF RETURNABLE SCHEDULES

T2.1 A	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING-MBD 1	T.23
T2.1 B	DECLARATION OF GOOD STANDING REGARDING TAX-MBD2	T.26
T2.1 C	PRICING SCHEDULE – FIRM PRICES-MBD 3.1	T.29
T2.1 D	PRICING SCHEDULE – NON-FIRM PRICES - MBD 3.2.....	T.30
T2.1 E	DECLARATION OF INTEREST – MBD 4	T.33
T2.1 F	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) - (MBD 5)	T.35
T2.1 G	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT - MBD 6.2	T.42
T2.1 H	CONTRACT FORM – RENDERING OF SERVICES – MBD 7.2.....	T.46
T2.1 I	DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES- MBD 8	T.48
T2.1 J	CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9	T.50
T2.1 K	CURRICULUM VITAE OF CONTRACT MANAGER AND QUALIFICATIONST.	53
T2.1 L	CURRICULUM VITAE OF SITE AGENT AND QUALIFICATIONS.....	T.54
T2.1 M	CURRICULUM VITAE OF FOREMAN AND QUALIFICATIONS	T.55
T2.1 N	CURRICULUM VITAE OF SAFETY OFFICER AND QUALIFICATIONS.....	T.56

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T2.1 A INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING-MBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	92 of 2023	CLOSING DATE:	12 December 2023	CLOSING TIME:	12:00HRS
DESCRIPTION	DEVELOPMENT OF POTGIETER PARK				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAKHADO MUNICIPALITY OFFICES					
THE FOYER OF CIVIC CENTRE, 83 KROGH STREET					
LOUIS TRICHARDT					
0950					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms P Mudau		CONTACT PERSON	Ms DG SIBOIBOI	
TELEPHONE NUMBER	+27(0)15 519 3000		TELEPHONE NUMBER	+27(0)15 519 3000	
FACSIMILE NUMBER	+27(0)15 519 1195		FACSIMILE NUMBER	+27(0)15 519 1195	
E-MAIL ADDRESS	mudaup@makhado.gov.za		E-MAIL ADDRESS	dengas@makhado.gov.za	
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					

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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <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]					
(a) 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]		(b) 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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted, e.g. Company Resolution)

DATE:

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T2.1 B DECLARATION OF GOOD STANDING REGARDING TAX-MBD2

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

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

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TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

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Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

C

C

Y

Y

—

M

M

—

D

D

Signature of applicant/Public OfficerDate

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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T2.1 C PRICING SCHEDULE – FIRM PRICES-MBD 3.1 (PURCHASES)

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

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

Name of Bidder	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO. (average) INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA
		** (ALL	APPLICABLE TAXES

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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T2.1 D PRICING SCHEDULE – NON-FIRM PRICES - MBD 3.2 (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Tenderer	Tender No.
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF TENDER.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
- Required by:		
- At:		
- Brand and model		
- County of origin		
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)		
- Period required for delivery		
- Delivery			*Firm/Not Firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm

i.e.

it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index "x" = 0.10.	Dated.....	Index Labour "a" = 0.15	Dated.....
Index Plant "b" = 0.2	Dated.....	Index Material "c" = 0.55	Dated.....
Index Fuel "e" = 0.1	Dated.....		

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
Labour	
Plant	
Material	
Fuel	

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MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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T2.1 E DECLARATION OF INTEREST – MBD 4

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

* 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
- (g) provincial legislature.

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YES / NO

3.8.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION**I, THE UNDERSIGNED (NAME)****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.****I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

DEVELOPMENT OF POTGIETER PARK

Position	Name of Bidder
T2.1 F DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) - (MBD 5)	

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

1. Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

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

***YES / NO**

4.1.If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Position

Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

DEVELOPMENT OF POTGIETER PARK

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS**4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement**

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Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified copy of Smart ID)	N/A	05	N/A	
Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

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DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

T2.1 G DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT - MBD

6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

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3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.
Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

.....

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

.....
.

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

I, the undersigned (full names),

DEVELOPMENT OF POTGIETER PARK

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

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

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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T2.1 H CONTRACT FORM – RENDERING OF SERVICES – MBD 7.2

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 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 clearance certificate;
 - 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 fulfilment 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.
DATE:	

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

1. I..... in my capacity accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating 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.

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

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

SIGNED AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.....

DEVELOPMENT OF POTGIETER PARK

T2.1 I DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES- MBD 8**MBD 8**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1 J CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9**MBD 9**

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

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

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

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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-
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1 K CURRICULUM VITAE OF CONTRACT MANAGER AND QUALIFICATIONS

[illegible]

DEVELOPMENT OF POTGIETER PARK

T2.1 M CURRICULUM VITAE OF FOREMAN AND QUALIFICATIONS

Name:	Date of Birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (Firm):	
Current Position:	Years with the firm:
Employment Record: (List in chronological order stating with earliest work experience)	
Experience Record Pertinent to Required Service	
Certification I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
..... Signature	Date:

DEVELOPMENT OF POTGIETER PARK

T2.1 N CURRICULUM VITAE OF SAFETY OFFICER AND QUALIFICATIONS

Name:	Date of Birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (Firm):	
Current Position:	Years with the firm:
Employment Record: (List in chronological order stating with earliest work experience)	
Experience Record Pertinent to Required Service	
Certification I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
..... Signature	Date:

DEVELOPMENT OF POTGIETER PARK

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	CERTIFICATE OF AUTHORITY OF SIGNATORY	T.58
T2.2 B	CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD	T.62
T2.2 C	RECORD OF ADDENDA TO BID DOCUMENTS	T.67
T2.2 D	FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE	T.68
T2.2 E	HEALTH AND SAFETY PLAN: DECLARATION BY BIDDER	T.69
T2.2 F	SCHEDULE OF PROPOSED SUB-CONTRACTORS.....	T.70
T2.2 G	QUALITY ASSURANCE PROGRAMME.....	T.73
T2.2 H	INSURANCE STATEMENT	T.74
T2.2 I	SCHEDULE OF AVAILABLE INFRASTRUCTURE AND RESOURCES	T.75
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T2.2 L	JOINT VENTURE DISCLOSURE FORM.....	T.83
T2.2 M	ALTERATIONS BY BIDDER.....	T.89
T2.2 N	AUDITED ANNUAL FINANCIAL STATEMENT FOR THE PAST THREE YEARS	T.91
T2.2 O	MUNICIPAL UTILITY ACCOUNT.....	T.91
T2.2 P	B-BBEE STATUS VERIFICATION CERTIFICATE.....	T.93

DEVELOPMENT OF POTGIETER PARK

T2.2 A CERTIFICATE OF AUTHORITY OF SIGNATORY

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

A Company ☐

B Partnership ☐

C Joint Venture ☐

D Sole Proprietor ☐

E Close Corporation ☐

DEVELOPMENT OF POTGIETER PARK

A. Certificate for company

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

As witnesses:

1.

 Chairman

 Print Name
 Print Name

2.

 Date

 Print Name

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 bid 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 each and all of the key partners** upon whom rests the direction of the affairs of the Partnership as a whole.

DEVELOPMENT OF POTGIETER PARK

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms, authorised signatory of the firm, acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract and any 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
Lead Partner			

D. Certificate for sole proprietor

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

.....

.....

Signature: Sole Owner

Print Name

As witnesses:-

1.
Print Name

.....
Date

2.
Print Name

.....
Date

DEVELOPMENT OF POTGIETER PARK

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorise Mr/Ms, acting in
the capacity of, to sign all documents in connection with the bid
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 each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

DEVELOPMENT OF POTGIETER PARK

T2.2 B CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**1. General**

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering bids. Any enterprise that submits a bid or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Bidders shall fill in the following sections of this form, depending on their status:

2.1 Section A

Bidders who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Bidders who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Bidders who have submitted the first application.

2.4 Section D

Bidders submitting this Bid offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

DEVELOPMENT OF POTGIETER PARK

SECTION A

I, acting in capacity of
was authorised to sign all documents in connection with this bid and any contract resulting from it on
behalf of the following entity:

hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date and declare that the grading designation is reflected in the following **symbols** on the registration certificate.

Contract Value	
----------------	--

Type of Work		
--------------	--	--

.....
Signature of Bidder

.....
Signature of Witness

.....
Print Name

.....
Print Name

DEVELOPMENT OF POTGIETER PARK

SECTION B

I, acting in capacity of was authorised to sign all documents in connection with this bid and any contract resulting from it on behalf of the following entity: hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date furthermore declare that the existing grading designation is:

Contract Value	
----------------	--

Type of Work		
--------------	--	--

and the following update has been applied for:

Amendment of Category Status	
Change of Particulars	
Annual Confirmation of Particulars	
Renewal of Registration	

mark with a "✓"

.....
Signature of Bidder

.....
Signature of Witness

.....
Print Name

.....
Print Name

DEVELOPMENT OF POTGIETER PARK

SECTION C

I, acting in capacity of
was authorised to sign all documents in connection with this bid and any contract resulting from in/on
behalf of the following entity:
hereby declare that the above-mentioned entity has submitted its FIRST APPLICATION FOR
REGISTRATION with the Construction Industry Development Board on date

I furthermore accept that failure to achieve registration with the Construction Industry Development Board in a category stipulated in the Bid Data within 10 days from the date of closing this bid, implies a non-responsive bid and warrants rejection of the Bid on account of non-compliance with the requirements of the Bid Data.

.....
Signature of Bidder

.....
Signature of Witness

.....
Print Name

.....
Print Name

DEVELOPMENT OF POTGIETER PARK

SECTION D

I, acting in capacity of the LEAD PARTNER in the Joint Venture

.....
 . was authorised to sign all documents in connection with this bid and any contract resulting from it, hereby declare that each of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2 nd Partner:		
Contract Value		
Type of Work		

Name of 3 rd Partner:		
Contract Value		
Type of Work		

.....
 Signature of Bidder

.....
 Signature of Witness

.....
 Print Name

.....
 Print Name

DEVELOPMENT OF POTGIETER PARK

T2.2 C RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this Bid Offer, amending the Bid Documents, have been taken into account in this Bid Offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Print Name Position

Bidder

DEVELOPMENT OF POTGIETER PARK

T2.2 D FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our bid is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

Insurance Company (name)

(of address)

.....

or

Commercial Bank (Name)

(Branch)

(of address)

.....

to be approved by you, the Employer, for the amount stipulated.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed Date

Print Name Position

Bidder

DEVELOPMENT OF POTGIETER PARK

T2.2 E HEALTH AND SAFETY PLAN: DECLARATION BY BIDDER

I/we declare that we have read and understand the health and safety specifications contained in the Contract Data and undertake to:

- provide and demonstrate to the Employer a suitably and sufficiently documented health and safety plan, which shall be applied from the date of commencement of and for the duration of the construction work,
- appoint a full-time competent employee in writing as the Construction Supervisor from the date of commencement of and for the duration of construction work,
- appoint a full time/part time competent employee in writing as the Construction Safety Officer from the date of commencement of and for the duration of construction work.

I/we undertake to rectify all non-conforming conditions for which we are responsible. I/we accept that, should I/we not rectify these timeously, they will be corrected by the Employer and the cost subtracted from any amounts due to me/us in terms of the Contract Data.

I/we confirm that I/we am/are registered and in good standing with the Compensation Fund and our

registration number is:

alternatively, my/our licensed compensation insurer is:

(Name)

(Address)

.....

To this effect, I/we attach proof of registration and good standing.

I/we certify that to the best of my/our knowledge and belief, the curricula vitae of our proposed key health and safety personnel cited hereinafter correctly describe their qualifications and experience.

Signed Date

Print Name Position

Bidder

DEVELOPMENT OF POTGIETER PARK

T2.2 F SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

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

	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1			
2			
3			
4			
5			

Signed Date

Print Name Position

Bidder

DEVELOPMENT OF POTGIETER PARK

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR
(Copy as many as necessary)

Contract Number:

From: (Name and address of Sub-contractor)

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

To: (Name and address of Contractor)

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

The undersigned undertakes to *perform work/provide services/supply goods in connection with the above Contract as a *close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following *work/provide the following services/supply the following goods:

*(delete that which is not applicable)

.....
.....

for an estimated amount of R..... excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract which agreement shall include the General Conditions of Contract and relevant Special Conditions that govern this Contract.

Signature:

Name:

Designation:

Date:

who duly warrants that he/she is authorised to sign this letter.

DEVELOPMENT OF POTGIETER PARK

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR
(Copy as many as necessary)

Contract Number:

From: (Name and address of Sub-contractor)

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

To: (Name and address of Contractor)

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

The undersigned undertakes to *perform work/provide services/supply goods in connection with the above Contract as a *close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following *work/provide the following services/supply the following goods:

*(delete that which is not applicable)

.....
.....

for an estimated amount of R..... excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract which agreement shall include the General Conditions of Contract and relevant Special Conditions that govern this Contract.

Signature:

Name:

Designation:

Date:

who duly warrants that he/she is authorised to sign this letter.

DEVELOPMENT OF POTGIETER PARK

T2.2 G QUALITY ASSURANCE PROGRAMME

Bidder to submit details here below of his Quality Assurance Policy whereby he shall demonstrate that he has the following:

- (a) An Operating Quality Management System based on SABS/ISO 9001 : 2000 international standards, if not, state alternative.
- (b) Proof of Quality Assurance Co-ordination.
- (c) Proven technical capabilities and resources to ensure Quality Management.
- (d) A recent assessment/audit report on his Quality Management and Quality Control System(s).

Contractor's details with respect to items a), b), c) and d):

SIGNATURE OF BIDDER

DATE

.....
Print Name of Signatory

ON BEHALF OF: (the Bidder)

DEVELOPMENT OF POTGIETER PARK

T2.2 H INSURANCE STATEMENT**BIDDER'S DECLARATION OF INSURANCES**

I/We hereby declare that the insurances enumerated below have been effected by me/us.

I/We further declare that all premiums in respect of the insurances are fully paid up to date.

Cover Effected	Insurer and Policy Number	Expiry Date	Limits of Indemnity / Sums Insured	Deductibles
Contractor's All Risks				
Occupational Injuries and Diseases				
Unemployment Insurance				
Motor Vehicle Insurance				
Other:				

We submit herewith a letter of good standing from the Workman's Compensation Commissioner in respect of Occupational Injuries and Diseases Insurance.

Bidder:

.....
Signature of Bidder

.....
Print Name of Signatory

.....
Capacity

DEVELOPMENT OF POTGIETER PARK

T2.2 I SCHEDULE OF AVAILABLE INFRASTRUCTURE AND RESOURCES**1. Bidder's Plant and Equipment**

The Bidder must list below all the items of major Plant and Equipment which he guarantees will be provided on Site in perfect working order to complete the Works. This list shall include, or additional lists shall be supplied to include all Plant provided by sub-contractors.

The lists of items of Equipment shall provide the Bidder's warranty of ownership of such Plant unless specifically endorsed herein to the contrary as "hired" or "hire purchase".

This Schedule must be accurately completed. Phrases such as 'adequate equipment will be provided', will not be accepted.

Year of Manufacture	Make & Description (Mass, condition, etc)	Ownership

2. Bidder's List of Third Party Design Engineers

In the event that the Bidder desires to design all or part of the Works or submit any alternative, he/she shall list the following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Bidder for the Works.

- Notes: (i) All costs of third party designs shall be borne solely by the Bidder.
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer	ECSA Registration No.

DEVELOPMENT OF POTGIETER PARK

3. Bidder's Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-Total	

4. List the Firms who provide the following services:

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

5. Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount

Loan Source	Address	Date of Loan	Loan Amount

DEVELOPMENT OF POTGIETER PARK

6. List a maximum of five contract which your enterprise is engaged in and has not yet completed

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

7. List the four largest assignments completed by your enterprise in the last three years

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

8. Address of workshop facilities from where maintenance of works will be undertaken

.....

9. Address of Branch Offices in the RSA

.....

10. Address of Nearest Representative to Polokwane

.....

11. Has work previously been performed for the Employer? YES/NO* - Specify

.....

12. Bidder's Financial Ability to execute and complete the Works

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules of the Employer.

NOTES APPLICABLE:

- ```
j = d m = l + g
k = j + e n = m + h
l = k + f etc
```

Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → →

Bidder .....

## DEVELOPMENT OF POTGIETER PARK

**T2.2 J FINANCIAL INFORMATION OF BIDDER**

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

**Bidder / Bid Details**

Bid Description : .....

Contract Period : .....

Name of Bidder : .....

Bank Account Number : .....

Bidding Amount : .....

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R .....

**Financial Institution**

Name of Commercial Bank : .....

Branch : .....

Name of Bank Manager : .....

Telephone Number : .....

I / We acting on behalf of the above Commercial Bank confirm that

..... (Bidder)

has operated an account with us for the last ..... years.

## DEVELOPMENT OF POTGIETER PARK

We have been requested to provide a bank rating based in relation to the financial capability of the Bidder, taking into account directives set out in the following two tables.

**Financial Capability**

| Maximum value of contract that the Bidder is considered capable of | Value on which Bank Rating must be used |
|--------------------------------------------------------------------|-----------------------------------------|
| up to R300 000                                                     | R24 000                                 |
| R1 000 000                                                         | R78 000                                 |
| R3 000 000                                                         | R240 000                                |
| R5 000 000                                                         | R480 000                                |
| R10 000 000                                                        | R900 000                                |
| R30 000 000                                                        | R2 400 000                              |
| R100 000 000                                                       | R7 800 000                              |

**BANK RATING**

| Bank Code | Description of Bank Code                                      |
|-----------|---------------------------------------------------------------|
| A         | Undoubted for the amount of enquiry                           |
| B         | Good for the amount of enquiry                                |
| C         | Good for the amount quoted if strictly in the way of business |
| D         | Fair trade risk for amount of enquiry                         |
| E         | Figures considered too high                                   |
| F         | Financial position unknown                                    |
| G         | Occasional dishonours                                         |
| H         | Frequent dishonours                                           |

The value on which our Bank Rating of the Bidder is based is R.....

(In words ..... only)

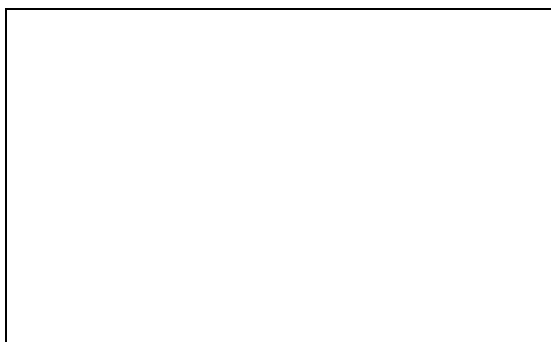
The Bank Rating is code: .....

.....  
Signature: Manager Financial Institution

.....  
Print Name

.....  
Date

RUBBER STAMP OF INSTITUTION



## DEVELOPMENT OF POTGIETER PARK

|  |
|--|
|  |
|--|

**T2.2 K COMMERCIAL EQUITY DECLARATION****1. General**

The Employer considers the information contained in this Declaration as a material aspect of the Contract. Should there, during the duration of either the bid enquiry or contract, be any significant change in the equity situation of the Bidder, the Employer shall immediately be notified and the Employer will, in terms of the Contract Data, exercise its rights.

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

**3. Type of enterprise e.g. Sole proprietor, partnership, CC, Pty, JV, etc** .....

**4. Details of Firm:**

Name of Company: .....

Street Address: .....

Postal Address: .....

Tel. Number: (Code) ..... (Number) .....

Fax Number: (Code) ..... (Number) .....

Contact Person: .....

Company Registration No. ....

Income Tax Registration No. ....

VAT Registration No. ....

Number of years in Business: .....

Founding Date of Firm: .....

**5. List all equity owners**

| Name | M/F | PDI<br>(Y/N) | D<br>(Y/N) | % Equity<br>owned | ID Number |
|------|-----|--------------|------------|-------------------|-----------|
|      |     |              |            |                   |           |
|      |     |              |            |                   |           |
|      |     |              |            |                   |           |
|      |     |              |            |                   |           |
|      |     |              |            |                   |           |
|      |     |              |            |                   |           |

Attached registration documents and shareholders agreements.



## DEVELOPMENT OF POTGIETER PARK

PDI (Previously Disadvantaged Individuals). If disabled indicate under D.

**6. Did the enterprise exist under a previous name?** (Tick one box)

☐ Yes ☐ No

If yes:

What was its previous name? .....

Why did it change its name? .....

List the previous owners/partners/directors .....

.....

.....

**7. Identify by name, status and length of service, those individuals in the enterprise (including owners) responsible for day-to-day management and business decisions.**

| Financing decisions             | Name | Status (Yes/No)* |       |          | Length of service (years) |
|---------------------------------|------|------------------|-------|----------|---------------------------|
|                                 |      | PDI              | Women | Disabled |                           |
| Cheque signing                  |      |                  |       |          |                           |
| Signing and co-signing of loans |      |                  |       |          |                           |
| Acquisition of lines of credit  |      |                  |       |          |                           |
| Demand & Retention Guarantees   |      |                  |       |          |                           |
| Major Purchases or acquisitions |      |                  |       |          |                           |
| Signing contracts               |      |                  |       |          |                           |

| Management decision                         | Name | Status (Yes/No)* |       |          | Length of service (years) |
|---------------------------------------------|------|------------------|-------|----------|---------------------------|
|                                             |      | PDI              | Women | Disabled |                           |
| Estimating                                  |      |                  |       |          |                           |
| Marketing and sales operations              |      |                  |       |          |                           |
| Hiring & firing of management personnel     |      |                  |       |          |                           |
| Hiring & firing of non-management personnel |      |                  |       |          |                           |
| Supervision of office personnel             |      |                  |       |          |                           |
| Supervision of field/production activities  |      |                  |       |          |                           |

\*State Yes or No Attach separate list, if necessary.

I (1), ..... and (2) ..... (names), hereby certify that, to the best of our knowledge, the information, facts and representations are correct and that we are duly authorised to sign on behalf of the Bidder.

Date: .....

Signature: (1).....

(2) .....

## DEVELOPMENT OF POTGIETER PARK

**T2.2 L JOINT VENTURE DISCLOSURE FORM**

Employer: .....

Contract Number: .....

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this bid.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

**1. Joint Venture Particulars**

Name .....

Postal Address .....

Physical Address .....

.....

Telephone .....

Fax .....

Name of authorized representative .....

**2. Identity of Partner No. 1**

Name .....

Postal Address .....

Physical Address .....

.....

Telephone .....

Fax .....

Contact Person .....

**3. Identity of Partner No. 2**

## DEVELOPMENT OF POTGIETER PARK

---

Name .....

Postal Address .....

Physical Address .....

.....

Telephone .....

Fax .....

Contact Person .....

**4. Identity of Partner No. 3**

Name .....

Postal Address .....

Physical Address .....

.....

Telephone .....

Fax .....

Contact Person .....

**5. Description of the role of the partners in the joint venture**

Partner No. 1: .....

.....

Partner No. 2: .....

.....

Partner No. 3: .....

.....

**6. Ownership of the joint venture**

(i) Ownership percentage(s)

Partner No. 1 ..... %

Partner No. 2 ..... %

Partner No. 3 ..... %

(ii) Partner percentage in respect of:

a) Profit and loss sharing:

Partner No. 1 ..... %

Partner No. 2 ..... %

## DEVELOPMENT OF POTGIETER PARK

---

 Partner No. 3 ..... %

b) Initial capital contribution Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iii) Anticipated ongoing capital contributions:

Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

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

Partner No. 1 .....

.....

Partner No. 2 .....

.....

Partner No. 3 .....

.....

**7. Recent contracts performed by partners in their own right or as partners in other joint ventures**

a) Partner No. 1

(i) .....

(ii) .....

(iii) .....

(iv) .....

(v) .....

b) Partner No. 2

(i) .....

(ii) .....

(iii) .....

(iv) .....

(v) .....

c) Partner No. 3

(i) .....

## DEVELOPMENT OF POTGIETER PARK

- (ii) .....
- (iii) .....
- (iv) .....
- (v) .....

**8. Control and participation in the joint venture**

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

- a) Joint Venture cheque signing  
.....  
.....
- b) Authority to enter into contracts on behalf of the Joint Venture  
.....  
.....
- c) Signing, co-signing or collateralizing of loans  
.....  
.....
- d) Acquisition of lines of credit  
.....  
.....
- e) Acquisition of demand bonds  
.....  
.....
- f) Negotiating and signing of labour agreements  
.....  
.....

**9. Management of the performance of the Contract**

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

- a) Supervision of field operations .....
- b) Major purchasing .....
- c) Estimating .....
- d) Technical management .....

## DEVELOPMENT OF POTGIETER PARK

**10. Management and control of the joint venture**

- a) Identify the managing partner  
.....  
.....
- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1: .....  
.....

Partner No.2: .....  
.....

Partner No. 3: .....  
.....

- c) Describe the management structure for the joint venture's work under this Contract:

| Management Function/Designation | Name | Partner |
|---------------------------------|------|---------|
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |

**11. Personnel**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

| Trade/function/discipline | Number |
|---------------------------|--------|
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |

- b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:  
.....
- c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:  
.....
- d) State the name of the individual who shall be responsible for hiring Joint Venture employees:  
.....
- e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:  
.....

**12. Services**

## DEVELOPMENT OF POTGIETER PARK

List the firms who provide the following services:

| Service    | Name | Contact Person | Tel. No. |
|------------|------|----------------|----------|
| Accounting |      |                |          |
| Auditing   |      |                |          |
| Banking    |      |                |          |
| Insurance  |      |                |          |
| Legal      |      |                |          |

### 13. Control and structure of the Joint Venture

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

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

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

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

Duly authorized to sign on behalf of: .....  
 ..... **(the Joint Venture)**

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

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of: .....

..... **(Partner No. 1)**

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

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

## DEVELOPMENT OF POTGIETER PARK

---

Duly authorized to sign on behalf of: .....

..... (Partner No. 2)

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

Name: .....

Address: .....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of: .....

..... (Partner No. 3)

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

Name: .....

Address: .....

Telephone: .....

Date: .....

## T2.2 M ALTERATIONS BY BIDDER



## DEVELOPMENT OF POTGIETER PARK

Should the Bidder desire to make any departures from or modifications to the "Bid" or "Contract", or to qualify his bid in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

| Page | Item of Clause | Details | Cost Involved (R) |
|------|----------------|---------|-------------------|
|      |                |         |                   |

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

Print Name ..... Position .....

Bidder .....

---

**T2.2 N AUDITED ANNUAL FINANCIAL STATEMENT FOR THE PAST THREE YEARS**

|                                            |
|--------------------------------------------|
| <b>ATTACH AUDITED FINANCIAL STATEMENTS</b> |
|--------------------------------------------|

**T2.2 O MUNICIPAL UTILITY ACCOUNT****DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_, has  
been duly authorized to sign all documents with the Bid Number  
\_\_\_\_\_ on behalf of \_\_\_\_\_  
hereby make a declaration as follows:(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

---

IN HIS CAPACITY AS

---

DATE

---

FULL NAMES OF SIGNATORY

---

DEVELOPMENT OF POTGIETER PARK

---

| UTILITY ACCOUNT NUMBER | NAME OF MUNICIPALITY | NAME OF OWNER |
|------------------------|----------------------|---------------|
|                        |                      |               |
|                        |                      |               |
|                        |                      |               |
|                        |                      |               |
|                        |                      |               |
|                        |                      |               |

**ATTACH AN ORIGINAL A CERTIFIED COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

---

**T2.2 P B-BBEE STATUS VERIFICATION CERTIFICATE**

**ATTACH AN ORIGINAL OR CERTIFIED COPY OF B-BBEE STATUS  
VERIFICATION CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI ( Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2011

## DEVELOPMENT OF POTGIETER PARK

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**T2.3      RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO  
THE CONTRACT**

|        |                                                |      |
|--------|------------------------------------------------|------|
| T2.3 A | PROJECT PROGRAMME AND METHOD STATEMENT .....   | T.95 |
| T2.3 B | SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE..... | T.96 |
| T2.3 C | RATES FOR SPECIAL MATERIALS .....              | T.97 |

DEVELOPMENT OF POTGIETER PARK

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**T2.3 A PROJECT PROGRAMME AND METHOD STATEMENT**

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

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**

DEVELOPMENT OF POTGIETER PARK

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**T2.3 B 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.

| MONTH                                                                                            | VALUE (INCLUDING VAT) |
|--------------------------------------------------------------------------------------------------|-----------------------|
| 1                                                                                                | R                     |
| 2                                                                                                | R                     |
| 3                                                                                                | R                     |
| 4                                                                                                | R                     |
| 5                                                                                                | R                     |
| 6 (FINAL)                                                                                        | R                     |
| <b>TOTAL: R.....</b><br><b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE</b><br><b>ADJUSTMENT)</b> |                       |

SIGNED ON BEHALF OF TENDERER: .....

## DEVELOPMENT OF POTGIETER PARK

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

Only bitumen products will be dealt with as a special material in terms of subclause 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.

**BASE MONTH = AUGUST 2022**

| SPECIAL MATERIALS | UNIT * | RATE OR PRICE FOR THE<br>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:.....



**DEVELOPMENT OF POTGIETER PARK**

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**THE CONTRACT**

|         |                             |
|---------|-----------------------------|
| PART C1 | AGREEMENT AND CONTRACT DATA |
| PART C2 | PRICING DATA                |
| PART C3 | SCOPE OF WORKS              |
| PART C4 | SITE INFORMATION            |

**PART C1: AGREEMENT AND CONTRACT DATA**

|      |                                                                                                                                                                                   |    |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| C1.1 | FORM OF OFFER AND ACCEPTANCE.....                                                                                                                                                 | 3  |
| C1.2 | PERFORMANCE GUARANTEE .....                                                                                                                                                       | 8  |
| C1.3 | CONTRACT DATA .....                                                                                                                                                               | 11 |
| C1.4 | PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS.....                                                                                               | 25 |
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## DEVELOPMENT OF POTGIETER PARK

**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:

**BID NO:92/2023 DEVELOPMENT OF POTGIETER PARK**

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 .....

**DEVELOPMENT OF POTGIETER PARK**

---

**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.

DEVELOPMENT OF POTGIETER PARK

---

**For the Employer**

Signature .....

Name .....

Capacity .....

**Name and address of organization**

**Makhado Municipality  
Private Bag x 2596  
Louis Trichardt  
0920**

**Signature and Name of Witness**

Signature .....

Name .....

Capacity .....

DEVELOPMENT OF POTGIETER PARK

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**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,
- 4.1 Subject .....
- Details .....
- 4.2 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.

## DEVELOPMENT OF POTGIETER PARK

**For the Tenderer:**

..... Signature  
 ..... Name  
 ..... Capacity

Name and address of organisation:  
 .....  
 .....  
 .....

..... Witness Signature  
 ..... Witness Name  
 ..... Date

**For the Employer**

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

Name and address of organisation

**MAKHADO LOCAL MUNICIPALITY**  
**Private Bag x 2596**  
**LOUIS TRICHARDT**  
**0920**

**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 .....

DEVELOPMENT OF POTGIETER PARK

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**C1.2 PERFORMANCE GUARANTEE****(Not to be completed at tender stage)**In accordance with clause 6.2.1 of General Conditions of Contract, 3<sup>rd</sup> Edition (2015)

“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 suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime

**DEVELOPMENT OF POTGIETER PARK**

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- 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 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) .....

**DEVELOPMENT OF POTGIETER PARK**

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**C1.3 CONTRACT DATA****C1.3.1 Conditions of Contract**

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 (Third Edition) that applies to this Contract, available from its publisher:

**South African Institution of Civil Engineering**

**Private Bag X200**

**Halfway House**

**1685**

**South Africa**

**Tel +27 (0)11 805 5947**

**The following Notes apply:**

**Note 1**

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) The Form of Offer and Acceptance.
- (b) Amendments to the General Conditions of Contract within the Contract Data.
- (c) Additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) The General Conditions of Contract.
- (f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

**DEVELOPMENT OF POTGIETER PARK**

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If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

**Note 2**

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

## DEVELOPMENT OF POTGIETER PARK

**C1.3.2 Contract Specific Data**

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

**Section 1: Data provided by the Employer**

| Clause   | Data                                                                                                                                                                                                                                                                                                                                                                                           |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.13 | The Defects Liability Period is <b>12 calendar months</b> calculated from the date of the Certificate of Completion.                                                                                                                                                                                                                                                                           |
| 1.1.1.14 | The time for achieving Practical Completion is <b>6 months</b> calculated from the Commencement Date, excluding special non-working days.                                                                                                                                                                                                                                                      |
| 1.1.1.15 | The name of the Employer is <b>Makhado Local Municipality</b>                                                                                                                                                                                                                                                                                                                                  |
| 1.1.1.26 | The Pricing Strategy of a Re-measurement Contract shall apply                                                                                                                                                                                                                                                                                                                                  |
| 1.2.1.2  | <p>The address of the Employer is:</p> <p>Physical address:</p> <p>83 Krogh Street</p> <p>Civic Centre</p> <p>Louis Trichardt</p> <p>0920</p> <p>Postal address:</p> <p>Private Bag x 2596</p> <p>Louis Trichardt</p> <p>0920</p> <p>e-mail address: livhuwanit@makhado.gov.za</p> <p>Contact numbers:</p> <p>Corporate: 015 516 3000</p> <p>Direct: 015 516 3000</p> <p>Fax: 015 516 6145</p> |

## DEVELOPMENT OF POTGIETER PARK

| Clause   | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.16 | ‘Engineer’ means any Director, Associate or Professional Engineer appointed by Rixongile Consulting Engineers to fulfil the functions of the Engineer in terms of the Contract Data.                                                                                                                                                                                                                                                                               |
| 1.2.1.2  | <p>The employer’s agent address for receipt of communication is:</p> <p>Physical address:</p> <p>Plot 148 Dalmada</p> <p>Polokwane,</p> <p>0699</p> <p>Postal address:</p> <p>30 Solomon Road</p> <p>Woodheal Estate; Polokwane 0699</p> <p>e-mail address:</p> <p>rixongileconsulting@gmail.com</p> <p>Contact numbers:</p> <p>Corporate: 083 784 9478</p> <p>Mobile: 071 331 9324</p> <p>Fax: N/A</p>                                                            |
| 3.2.1    | <p>The Employer’s Agent is required in terms of his appointment with the Employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> <li>1. Approval of extension of time;</li> <li>2. Approval of additional costs;</li> <li>3. Approval of variation orders;</li> <li>4. Approval of penalties;</li> <li>5. Approval from Makhado Local Municipality for the utilization of any Contingencies.</li> </ol> |
| 4.9.1    | The Contractor shall deliver to the Employer Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.                               |
| 4.10.2   | The Contractor shall deliver to the Employer Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour                                                                                                                                                                                                                                                                                                    |

## DEVELOPMENT OF POTGIETER PARK

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.                                                                                                                                                                                                                                                                                                                              |
| 5.3.1  | <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan (refer to CL 4.3)</li> <li>b) Initial Programme (Refer to CL 5.6)</li> <li>c) Security (Refer to CL 6.2.1 and CL 6.2.3)</li> <li>d) Insurance (Refer to CL 8.6)</li> </ul>                                                                                                                                                                                            |
| 5.3.1  | The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.3.2  | The time to submit the documentation required before commencement with Works execution is <b>14 Days</b> .                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5.4.2  | The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.8.1  | <p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>                                                                                                                                                        |
| 5.9.7  | <p>All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".</p> |
| 5.13.1 | The penalty for delay is R 3000.00 <b>per calendar day for every day that lapses between due date and actual date of Practical Completion.</b>                                                                                                                                                                                                                                                                                                                                                                         |
| 6.2.1  | <p>The type of security required for the due performance of the Contract shall be restricted to one of the following:</p> <ul style="list-style-type: none"> <li>• Cash deposit of <b>10 (ten) percent of the Contract Sum,</b></li> </ul> <p style="text-align: center;">or</p>                                                                                                                                                                                                                                       |

## DEVELOPMENT OF POTGIETER PARK

| Clause           | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |        |        |          |       |          |          |          |      |          |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------|--------|----------|-------|----------|----------|----------|------|----------|
|                  | <ul style="list-style-type: none"> <li>Performance Guarantee of <b>10 (ten) percent of the Contract Sum</b>, issued by a Commercial Bank registered in the Republic of South Africa,</li> </ul> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> <li>Performance Guarantee of <b>10 (Ten) percent of the Contract Sum</b>, issued by an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998).</li> </ul> <p><b>Whenever a Joint Venture constitutes the contracting party (Contractor) to this Contract, the Performance Guarantee shall be issued on behalf of the Joint Venture.</b></p>                                                                                                          |   |        |        |          |       |          |          |          |      |          |
| <b>6.2.2</b>     | <p>Delete the entire contents of Clause 6.2.2 and replace with:</p> <p>“Failure to deliver an acceptable security as selected in the Contract Data within the stipulated period is a fundamental breach of Contract”.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |        |        |          |       |          |          |          |      |          |
| <b>6.5.1.2.3</b> | The percentage allowance to cover overhead charges is <b>10 (ten) percent</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |   |        |        |          |       |          |          |          |      |          |
| <b>6.8.2</b>     | <p>The value of certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>x</td><td>= 0.10</td></tr> <tr> <td>Labour</td><td>a = 0.20</td></tr> <tr> <td>Plant</td><td>b = 0.40</td></tr> <tr> <td>Material</td><td>c = 0.25</td></tr> <tr> <td>Fuel</td><td>d = 0.15</td></tr> </table> <p>The applicable area is <b>Limpopo Province</b>.</p> <p>The applicable industry for the Producer Price Index for materials is Civil Engineering Materials Index</p> <p>The applicable area for the Producer Price Index for fuel is <b>Witwatersrand</b></p> <p>The base month is the month prior to closing date of bid.</p> | x | = 0.10 | Labour | a = 0.20 | Plant | b = 0.40 | Material | c = 0.25 | Fuel | d = 0.15 |
| x                | = 0.10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |        |        |          |       |          |          |          |      |          |
| Labour           | a = 0.20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |        |        |          |       |          |          |          |      |          |
| Plant            | b = 0.40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |        |        |          |       |          |          |          |      |          |
| Material         | c = 0.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |        |        |          |       |          |          |          |      |          |
| Fuel             | d = 0.15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |        |        |          |       |          |          |          |      |          |
| <b>6.8.3</b>     | <p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes</p>                                                                                                                                                                                                                                                   |   |        |        |          |       |          |          |          |      |          |



## DEVELOPMENT OF POTGIETER PARK

| Clause                                | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>6.10.1.5</b>                       | The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>6.10.3</b>                         | <p>The percentage retention on amounts due to the Contractor is <b>10 (ten) percent</b>.</p> <p>The limit of retention money is <b>10 (ten) percent of the Contract Sum</b>.</p> <p>Add the following sub-clause 6.10.3.1:</p> <p>A Retention Money Guarantee is not permitted, after Practical Completion.</p>                                                                                                                                                                                                                                        |
| <b>8.6.1.1.2</b>                      | The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>8.6.1.1.3</b>                      | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>nil</b> .                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>8.6.1.3</b>                        | The Limit of the liability insurance required should not be less than the contract amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>8.6.1.5</b>                        | The following additional and valid insurances are required: CAR & SASRIA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>9.2.1.3.2</b>                      | Clause 9.2.1.3.2 is replaced by the following "Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Employer's Agent written notice to proceed," duplicate to C1.5.2                                                                                                                                                                                                                                             |
| <b>10.5.2</b>                         | Dispute resolution shall be referred to ad-hoc adjudication.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>10.6.1</b>                         | Should either of the contracting parties disagree with any decision of the ad-hoc adjudicator, such matter shall be referred to litigation for court judgement.                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Special Clause in terms of RDP</b> | <p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> <li>• Labour Maximisation (Wages) :<b>5%</b></li> <li>• SMME's :<b>10%</b></li> </ul> <p>It is a requirement that the Contractor to 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.</p> |

## DEVELOPMENT OF POTGIETER PARK

| Clause                                                  | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | <p><b><u>Penalties:</u></b></p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at <b>200%</b> 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 <b>75%</b> of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p> |
| <b>Special Clause in terms of EPWP</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Payment for LI Component of Works</b>                | Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict                                                                                               |
| <b>Linkage of Payment to Submission of Project Data</b> | The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.                                                  |
| <b>Applicable Labour Laws</b>                           | The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.                                                                       |

## DEVELOPMENT OF POTGIETER PARK

**C1.3.4 Section 2: Data provided by the Contractor**

| Clause    | Data                                                                                                                                                                                                                      |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.9   | The contractor is .....                                                                                                                                                                                                   |
| 1.2.1.2   | The contractor's address for receipt of communication is:<br>Telephone: ..... Facsimile: .....<br><br>E-mail:.....<br><br>Address:.....                                                                                   |
| 5.5.1     | The Works shall be completed within ..... Months as proposed by the contractor.                                                                                                                                           |
| 6.5.1.2.3 | The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....% (Maximum 15%). |
| 6.8.3     | The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.                                                                                                                       |

**PRIORITY OF DOCUMENTS**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) The General Conditions of Contract.
- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

**DEVELOPMENT OF POTGIETER PARK**

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**C1.3.3 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

**4. CONTRACTOR'S GENERAL OBLIGATIONS****4.1 EXTENT OF OBLIGATIONS AND LIABILITY**

*Add the following sub clause:*

**4.1.1.1** The Contractor shall, save in so far as it is legally or physically impossible,

- (b) Provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required."

**"4.1.3 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained."

**4.3 LEGAL PROVISIONS**

Add the following sub-sub clauses:

- 4.3.1** The Contractor shall, in fulfilling the Contract, comply with all applicable laws, *with regard to Health, Safety, Wages and Condition of Work*, regulations, statutory provisions and agreements, and shall, at the request to the Employer's Agent, provide proof that he has complied therewith.

**DEVELOPMENT OF POTGIETER PARK**

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**4.3.1.1 Mine Health and Safety Act, number 29 of 1996**

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

**4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract."

**4.4. SUBCONTRACTING**

Add the following subclauses:

**"4.4.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

**4.4.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform."

**4.9 CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

**"4.9.2 Preclude seizure of construction equipment**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by

**DEVELOPMENT OF POTGIETER PARK**

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the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

**4.9.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

**5. TIME AND RELATED MATTERS****5.4 ACCESS TO THE SITE**

Add the following subclause:

- 5.4.4** “If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

**5.14 COMPLETION**

Delete the following:

“5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5”

**5.16 APPROVAL****5.16.1 Final Approval Certificate**

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

**6. PAYMENT AND RELATED MATTERS****6.6 PROVISIONAL SUMS AND PRIME COST SUMS**

6.6.1.2.1 In the first line after the word "sums" insert “excluding VAT”

6.6.1.2.2 In the fourth line after the word "amount" insert “excluding VAT”

**6.10.5 Payment of retention money**

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:”

“Retention money shall become due when the Employer’s Agent shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof,

**DEVELOPMENT OF POTGIETER PARK**

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will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

**6.11 VARIATIONS EXCEEDING 15 PER CENT****6.11.1** Second paragraph:

Change “15%” to “20%”.

Add the following subclause:

**“6.11.2 Variations exceeding 20% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”

**8. RISKS AND RELATED MATTERS****8.2 Care of works**

*Add the following:*

**8.2.2.4** The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Employer’s Agent. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Employer’s Agent shall be borne by the Contractor.”

**9. TERMINATION OF CONTRACT****9.3 Termination by Contractor**

*Delete the wording of sub clause 9.3.1.1.2 and replace this clause with the following:*

**9.3.1.2** “Failing to pay the contractor the amount due in terms of any payment certificate issued by the Employer’s Agent, provided that such payment certificate is acceptable to the Employer and further more subject to the provision of sub-clause 3.2.3, within the time of payment provided in the contract, or.”

DEVELOPMENT OF POTGIETER PARK

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**10. CLAIMS AND DISPUTES**

*Add the following*

**10.12 Joint ventures**

"If the Contractor is in a joint venture of two or more parties or persons, the parties or persons shall be jointly and severally bound to the Employer for fulfilment of the Contractor's obligations and terms of this Contract. The formation and/or conditions of agreement of the joint venture shall not be altered without the consent of the Employers. Should such a change be acceptable to the Employer then two notarially certified copies of the revised Joint Venture Agreement shall be submitted to the Employer's Agent within fourteen (14) days of signature thereof by the parties to the Joint Venture."



DEVELOPMENT OF POTGIETER PARK

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**C1.4 PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS**

(not to be completed at bid stage)

To: .....

.....

.....

(hereinafter referred to as the Employer)

re: Demand Guarantee in respect of the project : .....

Contract No. : .....

For construction of : .....

Contractor : .....

I/We, the undersigned,

.....

and

.....

of

.....

(hereinafter referred to as the "Bank")

DEVELOPMENT OF POTGIETER PARK

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address:

.....

.....

and acting on behalf of the Bank have been informed that .....

(hereinafter called "the Contractor") is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brought in a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words ..... only) the "Guaranteed Amount"

upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

DEVELOPMENT OF POTGIETER PARK

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The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES:  
thereto

on behalf of the Bank and duly authorised

1. ....

1. ....

.....

Print Name

.....

Print Name

and

thereto

on behalf of the Bank and duly authorised

2. ....

2. ....

.....

Print Name

.....

Print Name

## DEVELOPMENT OF POTGIETER PARK

**C1.5 RETENTION MONEY GUARANTEE**

(not to be completed at bid stage)

TO: .....

.....

.....

.....

(whom the Contract defines as "the Employer")

Re: Retention Money Guarantee in respect of : .....

Contract Number : .....

For supply of : .....

Contractor : .....

I/We, the undersigned,

.....

and

.....

of

.....

(hereinafter referred to as the "Bank")

address:

.....

.....

and acting on behalf of the Bank have been informed that ..... (hereinafter called the "Contractor") is your contractor under such Contract and wishes to receive early payment of the retention money, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words ..... ) (the "guaranteed amount", upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor failed to carry out his obligation(s) to rectify defect(s) for which he is responsible under the Contract.

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

**DEVELOPMENT OF POTGIETER PARK**

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The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the Bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES:

on behalf of the Bank and duly authorised thereto

1. ....

1. ....

.....

.....

Print Name

Print Name

and

on behalf of the Bank and duly authorised thereto

2. ....

2. ....

.....

.....

Print Name

Print Name

## DEVELOPMENT OF POTGIETER PARK

**C1.6 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 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 **TBC**.....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, February 2014):

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 5.14 of the General Conditions of Contract for Construction Works 2015 (Third 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 clause 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.

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- v. Construction Regulations 2014, 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, 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.

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- 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 Council 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 hereon in the presence of the subscribing witnesses:



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**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

## DEVELOPMENT OF POTGIETER PARK

**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 AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of **Section 3(1)** of the Act, by the 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 Bid No.:92 OF 2023 **For the Development of Potgieter Park**

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.

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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. ....

DEVELOPMENT OF POTGIETER PARK

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**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 COMPETENT 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, 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: .....

## DEVELOPMENT OF POTGIETER PARK

**C1.7 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.

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**C1.8 AGREEMENT WITH ADJUDICATOR**

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

**and**

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

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract  
 title).....

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

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through

## DEVELOPMENT OF POTGIETER PARK

them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by:**

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

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

who warrants that he/ she is who warrants that he/ she is the **Adjudicator** in the  
duly authorised to sign for and duly authorised to sign for presence of  
on behalf of the **First Party** in and on behalf of the **Second**  
the presence of **Party** in the presence of

**Witness:****Witness:****Witness:**

*(Signature)*..... *(Signature)*..... *(Signature)*.....

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

Address: ..... Address: ..... Address: .....

.....

Date: .....

Date: .....

Date: .....

## **PART C2: PRICING DATA**

|      |                            |    |
|------|----------------------------|----|
| C2.1 | PRICING INSTRUCTIONS ..... | 41 |
| C2.2 | BILL OF QUANTITIES .....   | 45 |



**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" appear 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

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under this item 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 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from product of unit rate and quantity, the line item total shall govern and the rates shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall corrected.
- 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.

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- 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

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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 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target

16.3 Payment for items which are designated to be constructed using labour intensively in the schedule of quantities 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 Local labour content target, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the Local labour content target and constructed a LI-marked activity through other means, he will not be paid for that activity. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

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.

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**C2.2 BILL OF QUANTITIES**

|              |                                                   |
|--------------|---------------------------------------------------|
| Schedule 1:  | Preliminary and General                           |
| Schedule 2:  | Water Reticulation network and Gravity water main |
| Schedule 3:  | Sewer Reticulation Network                        |
| Schedule 4:  | Earthworks and Layer works                        |
| Schedule 5:  | Admin Block                                       |
| Schedule 6:  | Guardhouse and Ablution Block                     |
| Schedule 7:  | Amphi Theatre                                     |
| Schedule 8:  | Parking and Path                                  |
| Schedule 9:  | Perimeter Fence and Gate                          |
| Schedule 10: | BOMAS, WAISTE MANAGEMENT BINS AND CHAIRS          |
| Schedule 11: | Outdoor Gym                                       |
| Schedule 12: | Stormwater                                        |
| Schedule 13: | Provisional Sums                                  |

**SUMMARY OF SCHEDULE OF QUANTITIES**

DEVELOPMENT OF POTGIETER PARK

SCHEDULE 1 : PRELIMINARY AND GENERAL

TENDER NUMBER: 92 OF 2023

|                       |                  |             |                                                                                                                                   |       |        | BOQ  |        |
|-----------------------|------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------|-------|--------|------|--------|
| ITEM NO.              | LABOUR INTENSIVE | PAYM. REF.  | DESCRIPTION                                                                                                                       | UNIT  | TENDER | RATE | AMOUNT |
| 1.1                   |                  | SABS 1200 A | <u>PRELIMINARY AND GENERAL</u>                                                                                                    |       |        |      |        |
| 1.1.1                 |                  | 8.3         | <u>FIXED CHARGE AND VALUE RELATED ITEMS</u>                                                                                       |       |        |      |        |
|                       |                  | PSA 4.1     | Contractual Requirements                                                                                                          | Sum   | 1      |      |        |
| 1.1.2                 |                  | 8.3.2       | <u>Establish facilities on the site</u>                                                                                           |       |        |      |        |
| 1.1.2.1               |                  | 8.3.2.1     | i) <u>Facilities for Engineer</u>                                                                                                 |       |        |      |        |
|                       |                  | PSA 4.5     | a) Furnished offices (1x) and meeting facility                                                                                    | Sum   | 1      |      |        |
|                       |                  |             | b) Contract Name board                                                                                                            | No    | 1      |      |        |
|                       |                  |             | c) Survey assistants and material                                                                                                 | Sum   | 1      |      |        |
| 1.1.2.2               |                  | 8.3.2.2     | ii) <u>Facilities for Contractor</u>                                                                                              |       |        |      |        |
|                       |                  |             | a) Offices and storage sheds                                                                                                      | Sum   | 1      |      |        |
|                       |                  |             | b) Living accommodation                                                                                                           | Sum   | 1      |      |        |
|                       |                  |             | c) Ablution and latrine facilities                                                                                                | Sum   | 1      |      |        |
|                       |                  |             | d) Tools and equipment                                                                                                            | Sum   | 1      |      |        |
|                       |                  |             | e) Water supplies, electric power & communications                                                                                | Sum   | 1      |      |        |
| 1.1.4                 |                  | 8.3.4       | Removal of Engineer's and Contractor's site establishment from site on completion of works.                                       | Sum   | 1      |      |        |
| 1.2                   |                  | 8.4         | <u>TIME RELATED ITEMS</u>                                                                                                         |       |        |      |        |
| 1.2.1                 |                  | PSA 4.2     | Contractual requirements                                                                                                          | Month | 6      |      |        |
| 1.2.2                 |                  | PSA 4.4     | <u>Occupational Health and Safety</u>                                                                                             |       |        |      |        |
|                       |                  |             | Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:               |       |        |      |        |
|                       |                  |             | a) Preparation of a Health & safety Plan                                                                                          | Sum   | 1      |      |        |
|                       |                  |             | b) Compilation of a Risk Assessment prior to Construction                                                                         | Sum   | 1      |      |        |
|                       |                  |             | c) Health & Safety induction Training of employees                                                                                | Sum   | 1      |      |        |
|                       |                  |             | d) Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act | Sum   | 1      |      |        |
|                       |                  |             | e) Implementation of the Health and Safety Plan over the entire construction period                                               | Sum   | 1      |      |        |
|                       |                  |             | f) Remuneration for Safety Officer                                                                                                | Sum   | 1      |      |        |
| TOTAL CARRIED FORWARD |                  |             |                                                                                                                                   |       |        |      |        |

## DEVELOPMENT OF POTGIETER PARK

## SCHEDULE 1 : PRELIMINARY AND GENERAL

TENDER NUMBER: 92 OF 2023

|                                             |  |            |                                                                                                                                             |           |              | BOQ          |              |
|---------------------------------------------|--|------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|--------------|--------------|
| ITEM NO.                                    |  | PAYM. REF. | DESCRIPTION                                                                                                                                 | UNIT      | TENDER       | RATE         | AMOUNT       |
| TOTAL BROUGHT FORWARD                       |  |            |                                                                                                                                             |           |              |              |              |
| 1.3                                         |  | 8.5        | <b><u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u></b><br><b><u>( NOT SUBJECTED TO ESCALATION OR RETENTION)</u></b>                        |           |              |              |              |
|                                             |  |            | a) Remuneration of Community Liaison Officer (R6000/month)                                                                                  | Prov. Sum | 1            | R 36 000.00  | R 36 000.00  |
|                                             |  |            | b) Provide the amount of two hundred thousand rands for Electrical Infrastructure including Eskom application & installation by Specialists | Prov. Sum | 1            | R 200 000.00 | R 200 000.00 |
|                                             |  |            | c) Provisional sum for supply and installation of Indigenous Game                                                                           | Prov. Sum | 1            | R 20 000.00  | R 20 000.00  |
|                                             |  |            | d) Provisional sum for PSC Members (6 members at R220 per sitting)                                                                          | Prov. Sum | 1            | R 7 920.00   | R 7 920.00   |
|                                             |  |            | f) Provisional sum for Training                                                                                                             | Prov. Sum | 1            | R 120 000.00 | R 120 000.00 |
|                                             |  |            | g) Provisional sum for Furniture                                                                                                            | Prov. Sum | 1            | R 100 000.00 | R 100 000.00 |
|                                             |  |            | h) Provisional sum for Student Technician x 2 (R6                                                                                           | Prov.sum  | 1            | R 72 000.00  | R 72 000.00  |
|                                             |  |            | i) Overheads, charges and profit on 1.3 a) to 1,3 i)                                                                                        | %         | R 555 920.00 |              |              |
| TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY |  |            |                                                                                                                                             |           |              |              |              |

## DEVELOPMENT OF POTGIETER PARK

## SCHEDULE 2: WATER NETWORK

| No.                   | LABOUR<br>INTENSIVE | PAYM.<br>REF.  | DESCRIPTION                                                                                                                                                                                                                       | UNIT  | QUANT | RATE | AMOUNT |
|-----------------------|---------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|------|--------|
| 2.1                   |                     | SABS<br>1200DB | <b>SITE CLEARANCE</b>                                                                                                                                                                                                             |       |       |      |        |
| 2.1.1                 |                     |                | Clear vegetation and trees of girth up to 1m.                                                                                                                                                                                     | m     | 350   |      |        |
| 2.2                   |                     | SABS<br>1200DB | <b>EXCAVATION</b>                                                                                                                                                                                                                 |       |       |      |        |
| 2.2.1                 |                     | 8.3.2a)        | <u>Excavate in all materials for trenches for 50 HDPE pipes and smaller. Rates to include backfill, compact and dispose of surplus material</u>                                                                                   |       |       |      |        |
|                       |                     | a)             | Up to 1,0 m deep                                                                                                                                                                                                                  | m     | 350   |      |        |
|                       |                     | b)             | From 1,0 m not exceeding 1,5 m deep                                                                                                                                                                                               | m     | 85    |      |        |
| 2.2.2                 |                     | 8.3.2b)        | <u>Extra-over item 2.2.1 and 2.2.2 for:</u>                                                                                                                                                                                       |       |       |      |        |
|                       |                     | a)             | Hard rock excavation (Provisional)                                                                                                                                                                                                | m³    | 30    |      |        |
| 2.2.3                 |                     | 8.3.2c)        | Excavate and dispose of unsuitable material from trench bottom                                                                                                                                                                    | m³    | 210   |      |        |
| 2.2.4                 |                     | 8.3.3          | <u>Excavation ancillaries:</u>                                                                                                                                                                                                    |       |       |      |        |
|                       |                     | 8.3.3.1        | Make up deficiency in backfill material (Provisional)                                                                                                                                                                             |       |       |      |        |
|                       |                     | a)             | By importation from designated borrow pit                                                                                                                                                                                         | m³    | 0     |      |        |
| 2.2.5                 |                     | 8.3.3.3        | Compaction in road reserves                                                                                                                                                                                                       | m³    | 0     |      |        |
| 2.2.6                 |                     | 8.3.3.4        | <u>Overhaul:</u>                                                                                                                                                                                                                  |       |       |      |        |
|                       |                     | a)             | Long overhaul (Provisional)                                                                                                                                                                                                       | m³.km | 264   |      |        |
| 2.3                   |                     | SABS<br>1200LB | <b>PIPE BEDDING</b>                                                                                                                                                                                                               |       |       |      |        |
|                       |                     |                | <u>Selected granular material for bedding cradle from:</u>                                                                                                                                                                        |       |       |      |        |
|                       | LI                  | 8.2.1          | a) Trench excavation                                                                                                                                                                                                              | m³    | 127   |      |        |
|                       |                     |                | <u>Provision of selected fill material from:</u>                                                                                                                                                                                  |       |       |      |        |
|                       | LI                  | 8.2.2          | a) Trench excavation                                                                                                                                                                                                              | m³    | 350   |      |        |
| 2.4                   |                     | SABS<br>8.2.2  | <u>Supply and install fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing. Fittings for uPVC pipe Class 16 and to be of uPVC (unless otherwise specified):</u> |       |       |      |        |
|                       |                     | 8.2.2          | <b>Bends</b>                                                                                                                                                                                                                      |       |       |      |        |
|                       | LI                  | a)             | 50 mm dia x 22.5 degrees                                                                                                                                                                                                          | no    | 4     |      |        |
|                       | LI                  | b)             | 50 mm dia x 45 degrees                                                                                                                                                                                                            | no    | 10    |      |        |
|                       | LI                  | c)             | 50 mm dia x 90 degrees                                                                                                                                                                                                            | no    | 10    |      |        |
| TOTAL CARRIED FORWARD |                     |                |                                                                                                                                                                                                                                   |       |       |      |        |



DEVELOPMENT OF POTGIETER PARK

SCHEDULE 2: WATER NETWORK

| No.                   | PAYM.<br>REF. | DESCRIPTION                                                                                                                                                                                                                                                         | UNIT | QUANT | RATE | AMOUNT |
|-----------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|------|--------|
| TOTAL BROUGHT FORWARD |               |                                                                                                                                                                                                                                                                     |      |       |      |        |
| 2.5                   |               | <b>SABS</b><br><b>1200L</b><br>8.2.3 <u>Gate valves</u><br>Supply and install gate valves, waterworks pattern in compliance with SABS 664, with resilient, rubberised metal gate, cap top, plain thrust collar, non-rising spindle, clockwise (right-hand) closing. |      |       |      |        |
| 2.5.1                 | LI            | a) 50mm dia socketed valve                                                                                                                                                                                                                                          | no   | 3     |      |        |
| TOTAL CARRIED FORWARD |               |                                                                                                                                                                                                                                                                     |      |       |      |        |

## DEVELOPMENT OF POTGIETER PARK

## SCHEDULE 2: WATER NETWORK

| No.                                     | PAYM.<br>REF. | DESCRIPTION                                                                                                                                                                                                                                                                                                       | UNIT   | QUANT      | RATE         | AMOUNT     |
|-----------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|--------------|------------|
| TOTAL BROUGHT FORWARD                   |               |                                                                                                                                                                                                                                                                                                                   |        |            |              |            |
| 2.5.1                                   | LI            | 8.2.2 <u>Supply and install of stand pipe</u><br>Complete as per drawing                                                                                                                                                                                                                                          | no     | 4          |              |            |
| 2.6                                     |               | <b>SABS</b><br><b>1200LF</b><br>8.2.1 <u>HDPE pipe</u><br>Supply, lay, bed and test the following SABS approved High Density Poly type IV/10 pipe. Rate to include excavation for trenching 500mm deep, connecting to water mains and connecting to water meter assembly and backfill to 90% MOD AASHTO Density.  |        |            |              |            |
| 2.7                                     | LI            | <b>SABS</b><br><b>1200L</b><br><b>PSL 4.1</b><br>d) 50mm dia HDPE pipe<br><u>MISCELLANEOUS</u><br><u>Valve box for gate valve</u><br>Sleeved Valve box as detailed on construction drawing complete:                                                                                                              | m      | 350        |              |            |
| 2.8                                     |               | <u>SECTIONAL STORAGE TANK</u>                                                                                                                                                                                                                                                                                     |        |            |              |            |
| 2.8.1                                   |               | Supply, design and erect new 4 x 10 000 litres of Jojo Tanks elevated on 3m steel stand complete with inlet, outlet, overflow and scour connections, access ladder (outside and inside) with protection, access cover, air vent and level indicator, Pipe work complete as detailed and Foundation. (80L/p/dx250) | PC Sum | 1          | R 140 000.00 | 140 000.00 |
| 2.8.2                                   |               | Handling cost and profit in respect of item 2,8,1                                                                                                                                                                                                                                                                 | %      | 140 000.00 |              |            |
| 2.8.3                                   |               | Testing for the Water Tightness test for the Tank                                                                                                                                                                                                                                                                 | sum    | 1          | 5000.00      | 5 000.00   |
| 2.9                                     |               | 8.5 <u>SIGHTING, DRILLING, TESTING AND EQUIPPING OF BOREHOLE INCLUDING ALL ELECTRICAL EQUIPMENTS</u>                                                                                                                                                                                                              |        |            |              |            |
| 2.9.1                                   |               | Allow provisional sum for drilling, testing and equipping of boreholes with submeaseble electrical pump including all connections                                                                                                                                                                                 | PC Sum | 1          | R 200 000.00 | 200 000.00 |
| 2.9.2                                   |               | Allow provisional sum for supply ,delivery and install Irrigation Sprinklers                                                                                                                                                                                                                                      | PC Sum | 1          | R 25 000.00  | 25 000.00  |
| 2.9.3                                   |               | Handling cost and profit in respect of item 2,9,1 and 2,9,2                                                                                                                                                                                                                                                       | %      | 225 000.00 |              |            |
| TOTAL FOR SCHEDULE 2 CARRIED TO SUMMARY |               |                                                                                                                                                                                                                                                                                                                   |        |            |              |            |



DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 3: SEWER RETICULATION NETWORK

| No.                   | LABOUR<br>INTENSIVE | REF               | DESCRIPTION                                                                                                                                                           | UNIT        | QUANTITY       | RATE | AMOUNT |
|-----------------------|---------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|------|--------|
| 3.1                   |                     | SABS              | <b>SITE CLEARANCE</b>                                                                                                                                                 |             |                |      |        |
| 3.1.1                 |                     | 1200DB<br>8.3.1a) | Clear vegetation and trees of girth up to 1m.                                                                                                                         | m           | 270            |      |        |
| 3.2                   |                     | SABS              | <b>EXCAVATION</b>                                                                                                                                                     |             |                |      |        |
| 3.2.1                 |                     | 1200DB<br>8.3.2a) | <u>Excavate in all materials for trenches for 315 DN pipes and smaller. Rates to include backfill, compact and dispose of surplus material</u><br>a) Up to 1,5 m deep | m           | 270            |      |        |
| 3.2.2                 |                     | 8.3.2b)           | <u>Extra-over item 2.2.1 for:</u><br>a) Intermediate Excavation (Provisional)                                                                                         | m³          | 55             |      |        |
| 3.2.6                 |                     | 8.3.3.4           | <u>Overhaul:</u><br>a) Limited overhaul (Provisional)<br>b) Long overhaul (Provisional)                                                                               | m³<br>m³.km | 54.68<br>35.95 |      |        |
| 3.4                   |                     | SABS              | <b>PIPE BEDDING</b>                                                                                                                                                   |             |                |      |        |
| 3.4.1                 | LI                  | 1200LB<br>8.2.1   | <u>Selected granular material for bedding cradle from:</u><br>a) Trench excavation<br>b) From Commercial Source                                                       | m³<br>m³    | 64.80<br>64.80 |      |        |
| TOTAL CARRIED FORWARD |                     |                   |                                                                                                                                                                       |             |                |      |        |

DEVELOPMENT OF POTGIETER PARK  
SEWER RETICULATION NETWORK

| No.                                         |    | REF    | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                 | UNIT           | ORIGINAL<br>QUANT | RATE | AMOUNT |
|---------------------------------------------|----|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|------|--------|
| TOTAL BROUGHT FORWARD                       |    |        |                                                                                                                                                                                                                                                                                                                                                             |                |                   |      |        |
| 3.6                                         | LI | 1200LD | <b>SANS 1601 (2004) TYPE 1 UPVC PIPES (Stiffness class 340)</b>                                                                                                                                                                                                                                                                                             |                |                   |      |        |
| 3.6.1                                       |    | 8.2.1  | <b>Supply, lay, bed, test and disinfect the following uPVC pipes on Class B (Complete with Couplings):</b><br>a) 110mm uPVC Class 34                                                                                                                                                                                                                        | m              | 270               |      |        |
| 3.6.2                                       |    | 8.2.2  | <b>Extra-over items 3.5.1 for:</b><br>Cutting and trimming pipes to form closure pieces at manholes in accordance with manufacturer's specifications:<br>a) 110 mm dia                                                                                                                                                                                      | no             | 10                |      |        |
| 3.7                                         | LI | SABS   |                                                                                                                                                                                                                                                                                                                                                             |                |                   |      |        |
| 3.7.1                                       |    | 1200LD | <b>MANHOLES</b><br>Construction of precast manholes including Type 2A cover and frame, spacer rings, benching, channelling, concrete blinding layer, inlet and outlet, pipes, junctions, tapers, channel sections in floor slab, step irons as shown on the drawings. For depths measured from top of cover slab to bottom of base up to but not exceeding: |                |                   |      |        |
|                                             |    | 8.2.3  | a) Up to 1,5 m deep                                                                                                                                                                                                                                                                                                                                         | no             | 12                |      |        |
| 3.8                                         |    | 1200L  |                                                                                                                                                                                                                                                                                                                                                             |                |                   |      |        |
|                                             |    | 8.2.7  | <b>Encasing of pipes in concrete using 25/19mm stone:</b>                                                                                                                                                                                                                                                                                                   | m <sup>3</sup> | 6                 |      |        |
| 3.9                                         |    |        | Test manholes for watertightness                                                                                                                                                                                                                                                                                                                            | sum            | 1                 |      |        |
| TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY |    |        |                                                                                                                                                                                                                                                                                                                                                             |                |                   |      |        |

## DEVELOPMENT OF POTGIETER PARK

## SCHEDULE 4: EARTHWORKS

| ITEM NO.                                | LABOUR INTENSIVE | PAYM. REF      | DESCRIPTION                                                                                                                                                                                                                                | UNIT     | QUANT          | RATE |  |
|-----------------------------------------|------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|------|--|
| 4.1                                     |                  | SABS 1200C     | <b><u>SITE CLEARANCE</u></b>                                                                                                                                                                                                               |          |                |      |  |
| 4.1.1                                   |                  |                | Clear and grub                                                                                                                                                                                                                             | ha       | 4.0            |      |  |
| 4.1.2                                   |                  | 8.2.2          | Remove and grub large trees and tree stumps of girth:<br>a) Over 1,0m and up to and including 2,0m<br>b) Over 2,0m and up to and including 3,0m                                                                                            | no<br>no | 0<br>0         |      |  |
| 4.1.3                                   |                  | 8.3.2 PSDM 3.2 | <b><u>Preparation of site</u></b><br>Preparation and stripping of Site/removal of topsoil to 450mm depth, stockpiling and maintaining.                                                                                                     | m³       | 2273           |      |  |
|                                         |                  | 8.3.4          | Cut to fill (measured in fill)                                                                                                                                                                                                             | m3       | 2728           |      |  |
|                                         |                  | 8.3.7a         | Cut to spoil at a site located by the Contractor in conjunction with the Engineer with a freehaul distance of 1km                                                                                                                          | m3       | 818            |      |  |
|                                         |                  |                | Haulage (1km freehaul)                                                                                                                                                                                                                     | KM/m3    | 1164           |      |  |
| 4.2                                     |                  | SABS 1200 D    | <b><u>BULK EXCAVATION</u></b>                                                                                                                                                                                                              |          |                |      |  |
| 4.2.1                                   |                  | 8.3.2 a)       | Excavate in all materials and use for backfill as ordered: (Material from Cut to fill Compacted to 95% Mod AASHTO density)                                                                                                                 | m³       | 1 364          |      |  |
| 4.2.2                                   |                  | 8.3.2 a)       | Excavate in all materials and dispose off site (Spoil area provided by the contractor)                                                                                                                                                     | m³       | 341            |      |  |
|                                         |                  |                | Haulage (1km freehaul)                                                                                                                                                                                                                     | KM/m3    | 852            |      |  |
| 4.3                                     |                  |                | <b><u>SOIL RAFT</u></b>                                                                                                                                                                                                                    |          |                |      |  |
| 4.3.1                                   |                  | 8.3.2 a)       | Excavate in all materials and use for embankment or backfill as ordered (150mm Layers) from: (G5 Material Compacted to 95% Mod AASHTO density)<br>a) Designated borrow pits (free haul = 5km)<br>b) Commercial sources (delivered on site) | m³<br>m³ | 0.00<br>623.33 |      |  |
| 4.3.2                                   |                  | 8.3.3 b)       | <b><u>Extra-over items 3.2.1 to 3.2.2 for excavation in:</u></b><br>a) Intermediate excavation (Designated borrow pit only)<br>b) Hard rock excavation (Designated borrow pit only)                                                        | m³<br>m³ | 0.00<br>0.00   |      |  |
|                                         |                  |                | Haulage (1km freehaul)                                                                                                                                                                                                                     | KM/m3    | 0              |      |  |
| 4.4                                     |                  | 8.3.4          | <b><u>IMPORTING OF MATERIALS</u></b>                                                                                                                                                                                                       |          |                |      |  |
| 4.4.1                                   |                  | 8.3.4 (b)      | From Commercial source (or borrow pit)                                                                                                                                                                                                     | m³       | 758            |      |  |
|                                         |                  |                | Haulage (1km freehaul)                                                                                                                                                                                                                     | KM/m3    | 0              |      |  |
| 4.5                                     |                  | SABS 1200 DM   | <b><u>TREATMENT OF PLATFORM BED</u></b>                                                                                                                                                                                                    |          |                |      |  |
|                                         |                  | 8.3.3 a)       | a) Platform bed preparation and compaction of material to 95% MOD AASHTO density as ordered                                                                                                                                                | m³       | 390.90         |      |  |
| TOTAL FOR SCHEDULE 4 CARRIED TO SUMMARY |                  |                |                                                                                                                                                                                                                                            |          |                |      |  |

DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 5: ADMIN BLOCK

| ITEM NO.              | LABOUR INTENSIVE | PAYM. REF   | DESCRIPTION                                                                                                                      | UNIT           | QUANT | RATE | AMOUNT |
|-----------------------|------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------|----------------|-------|------|--------|
| 5                     |                  | SABS 1200 D | SECTION: EARTHWORKS                                                                                                              |                |       |      |        |
| 5.1                   |                  | 8.3.3a)     | a)Clear and grub site and make good the proposed extension area                                                                  | m <sup>2</sup> | 0     |      |        |
|                       | LI               |             | Excavate for all foundations in all materials, and place within freehaul distance for                                            | m <sup>3</sup> | 19    |      |        |
|                       | LI               |             | b)excavate for raft foundations in all materials, and use for backfill or embankment, or dispose                                 | m <sup>3</sup> | 50    |      |        |
|                       | LI               |             | c)Prepare new surface by ripping and compacting a 150mm layer to 90% MOD AASHTO density                                          | m <sup>3</sup> | 50    |      |        |
| 5.2                   |                  | SABS 400    | SECTION: BUILDING WORK                                                                                                           |                |       |      |        |
|                       | LI               |             | <u>Brickwork</u><br>a) one brick wall, external skin facebrick based on client description, internal: internal skin common brick | m <sup>2</sup> | 128   |      |        |
|                       |                  |             | b)half brickwall, internal constructed with NFX brick of 15mpa                                                                   | m <sup>2</sup> | 70    |      |        |
|                       |                  |             | c)115mm thick beamfilling, external:external skin facebrick                                                                      | m <sup>2</sup> | 50    |      |        |
| 5.2.1                 | LI               |             | <u>Plasterwork</u><br>10mm thick, wood-float finish                                                                              |                |       |      |        |
|                       | LI               |             | a)Internal                                                                                                                       | m <sup>2</sup> | 178   |      |        |
|                       |                  |             | <u>Screeds</u><br>b)Floors:30mm Average                                                                                          | m <sup>2</sup> | 104   |      |        |
| 5.3                   |                  | SABS 1200G  | SECTION: CONCRETE STRUCTURAL                                                                                                     |                |       |      |        |
| 5.3.1                 | LI               | 8.2.1       | FORMWORK                                                                                                                         |                |       |      |        |
|                       |                  |             | Rough vertical formwork to sides of aprons                                                                                       | m <sup>2</sup> | 18.08 |      |        |
|                       |                  |             | Rough formwork to shape aprons                                                                                                   | m <sup>2</sup> | 16.50 |      |        |
| 5.3.2                 | LI               | 8.3.1       | REINFORCEMENT                                                                                                                    |                |       |      |        |
|                       |                  |             | High yield steel bars                                                                                                            |                |       |      |        |
|                       |                  |             | i) raft foundation in combination of Y8 and Y12                                                                                  | t              | 1.00  |      |        |
|                       |                  |             | High tensile welded mesh reinforcement                                                                                           |                |       |      |        |
|                       |                  |             | i)Ref 395                                                                                                                        | m <sup>2</sup> | 170   |      |        |
| 5.3.3                 |                  |             | CONCRETE                                                                                                                         |                |       |      |        |
|                       |                  | 8.4.3       | a)Blinding layer (foundations only)                                                                                              |                |       |      |        |
|                       |                  |             | <u>Class 10MPa/19mm 50mm thick</u>                                                                                               | m <sup>3</sup> | 0     |      |        |
|                       | LI               |             | b) raft foundation inclusive of surface bed-Class 25MPa                                                                          | m <sup>3</sup> | 32    |      |        |
|                       |                  |             | Brickwork reinforcement                                                                                                          |                |       |      |        |
|                       |                  |             | 75mm Wide reinforcement built in horizontally                                                                                    | m              | 4000  |      |        |
|                       |                  |             | 150mm Wide reinforcement built in horizontally                                                                                   | m              | 3000  |      |        |
|                       |                  |             | Precast pre-stressed fabricated lintels                                                                                          |                |       |      |        |
|                       |                  |             | 110 x 75mm Lintels in lengths not exceeding 3m                                                                                   | m              | 100   |      |        |
| TOTAL CARRIED FORWARD |                  |             |                                                                                                                                  |                |       |      |        |

|       |    |  |                                                                                          |                | TOTAL BROUGHTFORWARD  |  |
|-------|----|--|------------------------------------------------------------------------------------------|----------------|-----------------------|--|
|       |    |  | c) Steps - Class 25MPa                                                                   | m <sup>3</sup> | 0                     |  |
|       | LI |  | d) Surface beds - Class25MPa                                                             | m <sup>3</sup> | 0                     |  |
|       | LI |  | e) Apron around building - Class 25MPa                                                   | m <sup>3</sup> | 6                     |  |
| 5.4   |    |  | <b>IRONMONGERY</b>                                                                       |                |                       |  |
|       |    |  | <u>PC AMOUNTS</u>                                                                        |                |                       |  |
| 5.4.1 |    |  | <u>LOCKS</u>                                                                             |                |                       |  |
|       |    |  | a) Allow for Two lever lock set                                                          |                |                       |  |
|       |    |  | Chromium plated                                                                          | No             | 0                     |  |
|       | LI |  | b) Allow for Four lever lock set                                                         |                |                       |  |
|       |    |  | Chromium plated                                                                          | No             | 16                    |  |
| 5.4.2 |    |  | <u>SINK FITTINGS</u>                                                                     |                |                       |  |
|       |    |  | plugged to plastered walls (ref BH261C)                                                  | No             | 2                     |  |
| 5.4.3 | LI |  | <u>LOCKERS</u>                                                                           |                |                       |  |
|       |    |  | a) 450 w x 450 d x 1800mm high bolted                                                    | No             | 16                    |  |
| 5.5   |    |  | <b>METALWORK</b>                                                                         |                |                       |  |
| 5.5.1 | LI |  | <u>PRESSED STEEL DOOR FRAMES</u>                                                         |                |                       |  |
|       |    |  | 1.2mm single rebated frames suitable for one brick walls                                 |                |                       |  |
|       |    |  | a)Frame for door size 813 x 2032mm high                                                  | No             | 7                     |  |
| 5.5.2 | LI |  | <u>ALUMINIUM WINDOWS</u>                                                                 |                |                       |  |
|       |    |  | Refer to window schedule drawing                                                         |                |                       |  |
|       |    |  | a) WO1                                                                                   | No             | 2                     |  |
|       |    |  | b) WO2                                                                                   | No             | 2                     |  |
|       |    |  | c) WO3                                                                                   | No             | 2                     |  |
| 5.6   | LI |  | <b>SECTION: TILING</b>                                                                   |                |                       |  |
|       |    |  | Supply and install Ceramic tiling (to SABS specification) on floors, toilets and kitchen |                |                       |  |
|       |    |  | a) Floor tiling (300x300)                                                                | m <sup>2</sup> | 114                   |  |
|       |    |  | b) Wall tiling (150x150)                                                                 | m <sup>2</sup> | 37                    |  |
| 5.7   | LI |  | <b>CEILING AND PARTITIONS</b>                                                            |                |                       |  |
|       |    |  | <u>SUSPENDED CEILINGS</u>                                                                |                |                       |  |
| 5.7.1 |    |  | 600 x 600 x 12mm ceiling panels including grid                                           | m2             | 114                   |  |
|       |    |  |                                                                                          |                | TOTAL CARRIED FORWARD |  |



**TOTAL BROUGHTFORWARD**

|                                        |    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                        | TOTAL BROUGHTFORWARD                                                                                                                                                           |                   |                           |
|----------------------------------------|----|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------|
| 5.9                                    | LI |  | <b>PAINTING</b><br><br>a) Supply material and do all preparation work for paint on walls according to manufacturers specifications.<br><br>b) Do preparation work on ceiling and supply paint and paint all ceilings with two coats Plascon white PVA.<br><br>c) Supply paint and paint walls with two coats Plascon Expression (colours to be confirmed)<br><br>d) Supply paint and paint door frames, burglar proofs and window frames with Universal under coat and two coats Plascon Super Enamel Expression colours E14-4 Mayanstone.<br><br>e) Supply and spray paint (Green) of the roof | m <sup>2</sup><br><br><br><br><br><br><br><br><br><br>m <sup>2</sup><br><br><br><br><br><br><br><br><br><br>m <sup>2</sup><br><br><br><br><br><br><br><br><br><br>m <sup>2</sup><br><br><br><br><br><br><br><br><br><br>m <sup>2</sup> | 200<br><br><br><br><br><br><br><br><br><br>114<br><br><br><br><br><br><br><br><br><br>200<br><br><br><br><br><br><br><br><br><br>30<br><br><br><br><br><br><br><br><br><br>137 |                   |                           |
| 5.10                                   | LI |  | <b>ELECTRICAL</b><br><br>Provide all electrical fittings including cables and DB.<br>a) First fixing complete with conduits, wiring and accessories<br>b) Allow for double socket outlets<br><br>c) Allow double-tube shallow surface mounted fluorescent energy saving light fittings in ceiling<br><br>d) Allow 40W energy saving light fittings in toilets<br><br>Provide Certificate of Competence                                                                                                                                                                                          | Sum<br><br>No<br><br><br>No<br><br><br>No<br><br><br>Sum                                                                                                                                                                               | 1<br><br>4<br><br><br>0<br><br><br>4<br><br><br>1                                                                                                                              |                   |                           |
| 5.11                                   | LI |  | <b>ROOFING</b><br><br>a) Install roof complete with timber trusses, aluminium foil insulation and 0.58IBR sheets powder coated<br><br>Supply and install 75x50wide rainwater gutters and downpipes complete with holding bits and brackets<br><br>Overheads, charges and profit on 7.11.1 and 7.11.2                                                                                                                                                                                                                                                                                            | PCSum<br><br><br><br><br><br><br><br><br><br>%                                                                                                                                                                                         | 1<br><br><br><br><br><br><br><br><br><br>R 28 000.00                                                                                                                           | 25000<br><br>3000 | 25 000.00<br><br>3 000.00 |
| 5.11.1                                 |    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                        |                                                                                                                                                                                |                   |                           |
| 5.11.2                                 |    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                        |                                                                                                                                                                                |                   |                           |
| 5.11.3                                 |    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                        |                                                                                                                                                                                |                   |                           |
| TOTALFOR SCHEDULE 8 CARRIED TO SUMMARY |    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                        |                                                                                                                                                                                |                   |                           |



DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 6: ABLUTION BLOCK AND GUARD HOUSE

| ITEM NO.              | LABOUR INTENSIVE | PAYM. REF   | DESCRIPTION                                                                                                           | UNIT           | QUANT | RATE | AMOUNT |
|-----------------------|------------------|-------------|-----------------------------------------------------------------------------------------------------------------------|----------------|-------|------|--------|
| 6                     |                  | SABS 1200 D | <b>SECTION: EARTHWORKS</b>                                                                                            |                |       |      |        |
| 6.1                   |                  | 8.3.3a)     | a) Clear and grub site and make good the proposed extension area                                                      | m <sup>2</sup> | 0     |      |        |
|                       | LI               |             | Excavate for all foundations in all materials, and place within freehaul distance for                                 | m <sup>3</sup> | 54    |      |        |
|                       | LI               |             | b) excavate for raft foundations in all materials, and use for backfill or embankment, or dispose                     | m <sup>3</sup> | 54    |      |        |
|                       | LI               |             | c) Prepare new surface by ripping and compacting a 150mm layer to 90% MOD AASHTO density                              | m <sup>3</sup> | 54    |      |        |
| 6.2                   |                  | SABS 400    | Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density | m <sup>3</sup> | 54    |      |        |
|                       |                  |             | d) Hardcore Filling                                                                                                   |                |       |      |        |
|                       |                  |             | <b>SECTION: BUILDING WORK</b>                                                                                         |                |       |      |        |
|                       | LI               |             | <u>Brickwork</u>                                                                                                      |                |       |      |        |
|                       |                  |             | a) one brick wall, external skin facebrick based on client description, internal: internal skin common brick          | m <sup>2</sup> | 250   |      |        |
|                       |                  |             | b) half brickwall, internal constructed with NFX brick of 15mpa                                                       | m <sup>2</sup> | 89    |      |        |
|                       |                  |             | c) 115mm thick beamfilling, external: external skin facebrick                                                         | m <sup>2</sup> | 50    |      |        |
| 6.2.1                 | LI               |             | <u>Plasterwork</u>                                                                                                    |                |       |      |        |
|                       |                  |             | 10mm thick, wood-float finish                                                                                         |                |       |      |        |
|                       | LI               |             | a) internal                                                                                                           | m <sup>2</sup> | 365   |      |        |
|                       |                  |             | <u>Screeds</u>                                                                                                        |                |       |      |        |
|                       |                  |             | b) Floors: 30mm Average                                                                                               | m <sup>2</sup> | 112   |      |        |
| 6.3                   |                  | SABS 1200G  | <b>SECTION: CONCRETE STRUCTURAL</b>                                                                                   |                |       |      |        |
| 6.3.1                 | LI               | 8.2.1       | <b>FORMWORK</b>                                                                                                       |                |       |      |        |
|                       |                  |             | Rough vertical formwork to sides of aprons                                                                            | m <sup>2</sup> | 29.17 |      |        |
|                       |                  |             | Rough formwork to shape aprons                                                                                        | m <sup>2</sup> | 16.50 |      |        |
| 6.3.2                 | LI               | 8.3.1       | <b>REINFORCEMENT</b>                                                                                                  |                |       |      |        |
|                       |                  |             | High yield steel bars                                                                                                 |                |       |      |        |
|                       |                  |             | i) raft foundation in combination of Y8 and Y12                                                                       | t              | 3.00  |      |        |
|                       |                  |             | High tensile welded mesh reinforcement                                                                                |                |       |      |        |
|                       |                  |             | i) Ref 395                                                                                                            | m <sup>2</sup> | 112   |      |        |
| 6.3.3                 |                  | 8.4.3       | <b>CONCRETE</b>                                                                                                       |                |       |      |        |
|                       |                  |             | a) Blinding layer (foundations only)                                                                                  |                |       |      |        |
|                       |                  |             | Class 10MPa/19mm 50mm thick                                                                                           | m <sup>3</sup> | 0     |      |        |
|                       | LI               |             | b) raft foundation inclusive of surface bed - Class 25MPa                                                             | m <sup>3</sup> | 39    |      |        |
|                       |                  |             | c) Steps - Class 25MPa                                                                                                | m <sup>3</sup> | 0     |      |        |
|                       | LI               |             | d) Surface beds - Class 25MPa                                                                                         | m <sup>3</sup> | 0     |      |        |
|                       | LI               |             | e) Apron around building - Class 25MPa                                                                                | m <sup>3</sup> | 18    |      |        |
| 6.4                   |                  |             | <b>IRONMONGERY</b>                                                                                                    |                |       |      |        |
|                       |                  |             | <u>PC AMOUNTS</u>                                                                                                     |                |       |      |        |
| 6.4.1                 |                  |             | <u>LOCKS</u>                                                                                                          |                |       |      |        |
|                       |                  |             | a) Allow for Two lever lock set                                                                                       |                |       |      |        |
|                       |                  |             | Chromium plated                                                                                                       | No             | 0     |      |        |
|                       | LI               |             | b) Allow for Four lever lock set                                                                                      |                |       |      |        |
|                       |                  |             | Chromium plated                                                                                                       | No             | 18    |      |        |
| 6.4.2                 |                  |             | <u>SINK FITTINGS</u>                                                                                                  |                |       |      |        |
|                       |                  |             | brackets, plugged to plastered walls (ref BH261C)                                                                     | No             | 1     |      |        |
| 6.4.3                 | LI               |             | <u>LOCKERS</u>                                                                                                        |                |       |      |        |
|                       |                  |             | a) 450 w x 450 d x 1800mm high bolted                                                                                 | No             | 18    |      |        |
| 6.5                   |                  |             | <b>METALWORK</b>                                                                                                      |                |       |      |        |
| 6.5.1                 | LI               |             | <u>PRESSED STEEL DOOR FRAMES</u>                                                                                      |                |       |      |        |
|                       |                  |             | 1.2mm single rebated frames suitable for one brick walls                                                              |                |       |      |        |
|                       |                  |             | a) Frame for door size 813 x 2032mm high                                                                              | No             | 18    |      |        |
| 6.5.2                 | LI               |             | <u>ALUMINIUM WINDOWS</u>                                                                                              |                |       |      |        |
|                       |                  |             | Refer to window schedule drawing                                                                                      |                |       |      |        |
|                       |                  |             | a) WO1                                                                                                                | No             | 14    |      |        |
|                       |                  |             | b) WO2                                                                                                                | No             | 3     |      |        |
|                       |                  |             | c) WO3                                                                                                                | No             | 2     |      |        |
| 6.6                   | LI               |             | <b>SECTION: TILING</b>                                                                                                |                |       |      |        |
|                       |                  |             | Supply and install Ceramic tiling (to SABS specification) on floors, toilets and kitchen                              |                |       |      |        |
|                       |                  |             | a) Floor tiling (300x300)                                                                                             | m <sup>2</sup> | 112   |      |        |
|                       |                  |             | b) Wall tiling (150x150)                                                                                              | m <sup>2</sup> | 336   |      |        |
| 6.7                   | LI               |             | <b>CEILING AND PARTITIONS</b>                                                                                         |                |       |      |        |
|                       |                  |             | <u>SUSPENDED CEILINGS</u>                                                                                             |                |       |      |        |
| 6.7.1                 |                  |             | 600 x 600 x 12mm ceiling panels including grid                                                                        | m <sup>2</sup> | 103   |      |        |
| TOTAL CARRIED FORWARD |                  |             |                                                                                                                       |                |       |      |        |

DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 6: ABLUTION BLOCK AND GUARD HOUSE

| TOTAL BROUGHTFORWARD                   |        |  |                                                                                                                                                                |                |             |           |           |
|----------------------------------------|--------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|-----------|-----------|
| 6.8                                    | LI     |  | <b>CARPENTRY AND JOINERY</b>                                                                                                                                   |                |             |           |           |
|                                        |        |  | <u>EAVES, VERGES, ETC</u>                                                                                                                                      |                |             |           |           |
|                                        |        |  | Pressed fibre-cement                                                                                                                                           |                |             |           |           |
|                                        |        |  | a) 15 x 225mm Fascias and barge boards including galvanised steel H-profile jointing strips                                                                    | m              | 72          |           |           |
|                                        | LI     |  | <u>DOORS ETC</u>                                                                                                                                               |                |             |           |           |
|                                        |        |  | Semi-solid core flush panel doors with concealed hardwood edges, 3mm plywood cladding and commercial venner                                                    |                |             |           |           |
|                                        |        |  | a) 40mm Door 813 x 2032mm high                                                                                                                                 | No             | 18          |           |           |
|                                        | LI     |  | <b>PLUMBING</b>                                                                                                                                                |                |             |           |           |
|                                        |        |  | Provide plumbing complete with fittings (bends, inspection eyes, gate valves and chambers) and finishes and connection to existing system (external)           | Sum            | 1           | 50 000.00 | 50 000.00 |
|                                        |        |  | a) Supply and install complete WC with class 'A' heavy duty toilet seats and fittings to water and waste .                                                     | No             | 11          |           |           |
| 6.9                                    |        |  | b) Supply and install complete WC with class 'A' heavy duty paraepic toilet seats and fittings to water and waste .                                            | No             | 2           |           |           |
|                                        |        |  | c) Supply and install "Ferreiras" or similar approved wash hand basins complete with water fittings and waste fittings, plugs, traps and connect to waste pipe | No             | 1           |           |           |
|                                        |        |  | d) Supply and connect to cold water 15mm "Cobra" type taps to wash hand basins                                                                                 | No             | 1           |           |           |
|                                        |        |  | e) Fire Extinguisher                                                                                                                                           | No             | 5           |           |           |
|                                        |        |  | f) Supply and install SABS approved Toilet roll holder                                                                                                         | No             | 13          |           |           |
|                                        |        |  | g) Supply and install SABS approved soap holder                                                                                                                | No             | 3           |           |           |
|                                        |        |  | h) Supply and install SABS approved soap dispenser                                                                                                             | No             | 3           |           |           |
|                                        |        |  | i) Supply and install SABS approved SHE bin                                                                                                                    | No             | 5           |           |           |
|                                        |        |  | j) Supply and install SABS approved Hand dryer                                                                                                                 | No             | 3           |           |           |
|                                        | LI     |  | <b>PAINTING</b>                                                                                                                                                |                |             |           |           |
| 6.10                                   |        |  | a) Supply material and do all preparation work for paint on walls according to manufacturers                                                                   | m <sup>2</sup> | 45          |           |           |
|                                        |        |  | b) Do preparation work on ceiling and supply paint and paint all ceilings with two coats Plascon white PVA.                                                    | m <sup>2</sup> | 102         |           |           |
|                                        |        |  | c) Supply paint and paint walls with two coats Plascon Expression (colours to be confirmed)                                                                    | m <sup>2</sup> | 45          |           |           |
|                                        |        |  | d) Supply paint and paint door frames, burglar proofs and window frames with Universal under                                                                   | m <sup>2</sup> | 65          |           |           |
|                                        |        |  | e) Supply and spry paint (Green) of the roof                                                                                                                   | m <sup>2</sup> | 102         |           |           |
| 6.11                                   | LI     |  | <b>ELECTRICAL</b>                                                                                                                                              |                |             |           |           |
|                                        |        |  | Provide all electrical fittings including cables and DB.                                                                                                       |                |             |           |           |
|                                        |        |  | a) First fixing complete with conduits, wiring and accessories                                                                                                 | Sum            | 1           | 35000     | 35 000.00 |
|                                        |        |  | b) Allow for double socket outlets                                                                                                                             | No             | 4           |           |           |
|                                        |        |  | c) Allow double-tube shallow surface mounted flourescent energy saving light fittings in ceiling                                                               | No             | 0           |           |           |
|                                        |        |  | d) Allow 40W energy saving light fittings in toilets                                                                                                           | No             | 4           |           |           |
|                                        |        |  | Provide Certificate of Competence                                                                                                                              | Sum            | 1           |           |           |
|                                        | LI     |  | <b>ROOFING</b>                                                                                                                                                 |                |             |           |           |
|                                        | 6.11.1 |  | a) Install roof complete with timber trusses, aluminium foil insulation and 0.58IBR sheets powder coated                                                       | PCSum          | 1           | 65000     | 65 000.00 |
|                                        | 6.11.2 |  | Supply and install 75x50wide rainwater gutters and downpipes complete with holding bits and brackets                                                           | PCSum          | 1           | 10000     | 10 000.00 |
| 6.11.3                                 |        |  | Overheads, charges and profit on 7,11,1 and 7,11,2                                                                                                             | %              | R 75 000.00 |           |           |
| TOTALFOR SCHEDULE 6 CARRIED TO SUMMARY |        |  |                                                                                                                                                                |                |             |           |           |

## DEVELOPMENT OF POTGIETER PARK

### SCHEDULE 7: AMPHI THEATRE

[illegible]

DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 7: AMPHI THEATRE

|                      |  |  |  |  |  |  |
|----------------------|--|--|--|--|--|--|
| TOTAL BROUGHTFORWARD |  |  |  |  |  |  |
|----------------------|--|--|--|--|--|--|

DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 7: AMPHI THEATRE

| TOTAL BROUGHTFORWARD                   |    |  |                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |                                       |                                   |                                           |
|----------------------------------------|----|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------|-----------------------------------|-------------------------------------------|
| 7.40                                   | LI |  | <b>ELECTRICAL</b><br><br>Provide all electrical fittings including cables and DB.<br>a) First fixing complete with conduits, wiring and accessories<br><br>b) Allow for double socket outlets<br><br>c) Allow double-tube shallow surface mounted flourescent energy saving light fittings in ceiling<br><br>d) Allow 40W energy saving light fittings in toilets<br><br>Provide Certificate of Competence | Sum<br><br>No<br><br>No<br><br>No<br><br>Sum | 1<br><br>2<br><br>0<br><br>4<br><br>1 | 25000<br><br><br><br><br><br>5000 | 25 000.00<br><br><br><br><br><br>5 000.00 |
| 7.5                                    | LI |  | <b>STAGE</b>                                                                                                                                                                                                                                                                                                                                                                                               |                                              |                                       |                                   |                                           |
| 7.5.1                                  |    |  | a) Supply and install stage shade as per drawing                                                                                                                                                                                                                                                                                                                                                           | PCSum                                        | 1                                     | 25000                             | 25 000.00                                 |
| 7.5.2                                  |    |  | Overheads, charges and profit on 7,11,1 and 7,11,2                                                                                                                                                                                                                                                                                                                                                         | %                                            | R 25 000.00                           |                                   |                                           |
| TOTALFOR SCHEDULE 8 CARRIED TO SUMMARY |    |  |                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |                                       |                                   |                                           |

**SCHEDULE 8: PACKING AND PATH**

[illegible]



DEVELOPMENT OF POTGIETER PARK  
SCHEDULE 9: PERIMETER FENCE AND GATE

| ITEM NO.                                 | LABOUR INTENSIVE | PAYM. REF   | DESCRIPTION                                                                                                                                                                                                                      | UNIT | QUANT | RATE | AMOUNT |
|------------------------------------------|------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|------|--------|
| 9.1                                      |                  | SABS 1200 D | <b>FENCING</b><br><br>a) Supply and install a high security fencing fence with the following specification or similar                                                                                                            |      |       |      |        |
|                                          | LI               |             | Demolition or removal of existing fence                                                                                                                                                                                          | m    | 900   |      |        |
|                                          | LI               |             | 2,4 m high Cle-vue fence with apertures 76x12x4x3mm Galvanised Class A with 3.5m high posts, 76x76x2mm Galvanised with pole caps, fixators and Tek screws, with 500mm razor on top of the fence panels with security razor wire, | m    | 900   |      |        |
| 9.2                                      | LI               |             | <b>GATE</b><br>Supply and install high 6000mm security gates to match the fence including 2 pedestrian gates (Sliding Gates)                                                                                                     | no   | 3     |      |        |
| TOTAL FOR SCHEDULE 10 CARRIED TO SUMMARY |                  |             |                                                                                                                                                                                                                                  |      |       |      |        |

DEVELOPMENT OF POTGIETER PARK

SCHEDULE 10: BOMAS , SOLID WAISTE MANAGEMENT AND CONCRETE CHAIRS

| ITEM NO                                                 | LABOUR INTENSIVE | PAYMENT CLAUSE | DESCRIPTION                                                        | UNIT   | QTY  | RATE | AMOUNT |
|---------------------------------------------------------|------------------|----------------|--------------------------------------------------------------------|--------|------|------|--------|
| 10.2                                                    |                  | SANS 1200D     | <b>BOMAS</b>                                                       |        |      |      |        |
| 10.2.1                                                  | LI               |                | Excavation for Foundation                                          | m³     | 2306 |      |        |
| 10.2.2                                                  | LI               |                | Cast 20mpa concrete for foundation                                 | m³     | 83   |      |        |
| 10.2.3                                                  | LI               |                | one brickwall with facebrick for superstructure and brickforce     | m²     | 755  |      |        |
| 10.2.4                                                  | LI               |                | Top reinforced concrete slab on chairs                             | m²     | 129  |      |        |
| 10.2.5                                                  |                  |                | Supply and installation of concrete round waist bins (740mmx500mm) | number | 15   |      |        |
| 10.2.6.                                                 | LI               |                | 75mm Wide reinforcement built in horizontally                      | m      | 100  |      |        |
|                                                         |                  |                | 150mm Wide reinforcement built in horizontally                     | m      | 50   |      |        |
|                                                         |                  |                | Precast pre-stressed fabricated lintels                            | m      | 0    |      |        |
|                                                         |                  |                | 110 x 75mm Lintels in lengths not exceeding 3m                     | m      | 0    |      |        |
| 10.2.7                                                  | LI               |                | <b>SUPERSTRUCTURE</b>                                              |        |      |      |        |
|                                                         | LI               |                | Brickwork of NFP clay bricks in Class II mortar Piers              |        |      |      |        |
|                                                         | LI               |                | Half brick walls                                                   | m2     | 80   |      |        |
|                                                         | LI               |                | One brick walls                                                    | m2     | 45   |      |        |
|                                                         | LI               |                | One and Half brick wall                                            | m2     | 30   |      |        |
| <b>TOTAL FOR SECTION G (CARRIED FORWARD TO SUMMARY)</b> |                  |                |                                                                    |        |      |      |        |

## SCHEDULE 11: OUTDOOR GYM

**TOTAL FOR SECTION G (CARRIED FORWARD TO SUMMARY)**

**SCHEDULE 12: STORM WATER**

|                           |  |  |  |  |  |  |  |  |  |  |
|---------------------------|--|--|--|--|--|--|--|--|--|--|
| SUB-TOTAL CARRIED FORWARD |  |  |  |  |  |  |  |  |  |  |
|---------------------------|--|--|--|--|--|--|--|--|--|--|

| Brought forward           |    |             |                                                                                              |    |     |  |
|---------------------------|----|-------------|----------------------------------------------------------------------------------------------|----|-----|--|
| 12.1.4                    |    | SANS 1200LB | <b>BEDDING (PIPES)</b>                                                                       |    |     |  |
|                           |    | 8.2.1       | <b>FROM TRENCH EXCAVATION</b>                                                                |    |     |  |
| 12.1.4.2                  | LI | (b)         | Selected fill material                                                                       | m³ | 258 |  |
| 12.2                      |    | SANS 1200LD | <b>STORMWATER</b>                                                                            |    |     |  |
|                           |    | 8.2.1       | Supply, handle, lay and bed (Class C bedding) spigot and socket type precast concrete pipes: |    |     |  |
| 12.2.1                    |    |             | 450mm diameter class 50D.                                                                    | m  | 430 |  |
| SUB-TOTAL CARRIED FORWARD |    |             |                                                                                              |    |     |  |

### **SCHEDULE 13: PROVISIONAL SUMS**

[illegible]

**DEVELOPMENT OF POTGIETER PARK**  
**TENDER NO: 92 of 2023**

**SUMMARY OF SCHEDULES**

|                         |                                                   | Balanced Rates |
|-------------------------|---------------------------------------------------|----------------|
| SCHEDULE 1:             | PRELIMINARY AND GENERAL                           |                |
| SCHEDULE 2 :            | WATER RETICULATION NETWORK AND GRAVITY WATER MAIN |                |
| SCHEDULE 3 :            | SEWER RETICULATION NETWORK                        |                |
| SCHEDULE 4 :            | EARTHWORKS AND LAYERWORKS                         |                |
| SCHEDULE 5 :            | ADMIN BLOCK                                       |                |
| SCHEDULE 6 :            | GUARDHOUSE & ABLUTION BLOCKS                      |                |
| SCHEDULE 7 :            | AMPHI THEATRE                                     |                |
| SCHEDULE 8 :            | PARKING AND PATH                                  |                |
| SCHEDULE 9 :            | PERIMETER FENCE AND GATE                          |                |
| SCHEDULE 10 :           | BOMAS, SOLID WAIST BINS AND CONCRETE CHAIRS       |                |
| SCHEDULE 11 :           | OUTDOOR GYM                                       |                |
| SCHEDULE 12 :           | STORM WATER                                       |                |
| SCHEDULE 13:            | PROVISIONAL SUMS                                  |                |
| SUB TOTAL 1             |                                                   |                |
| ADD 5% CONTINGENCIES    |                                                   |                |
| SUBTOTAL 2              |                                                   |                |
| ADD 15% VAT             |                                                   |                |
| TOTAL CONSTRUCTION COST |                                                   |                |

# **THE CONTRACT**

**PART C3      SCOPE OF WORKS**

**PART C4      SITE INFORMATION**



DEVELOPMENT OF POTGIETER PARK

**PART C3: SCOPE OF WORK**

|      |                           |   |
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**DEVELOPMENT OF POTGIETER PARK****C3.1 DESCRIPTION OF WORKS****C3.1.1 Employer's Objectives**

The objectives of the project are to develop Potgieter park from the current state to a more advanced state .

The employer's other objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

**C3.1.2 Overview and Location of Works**

The Development of Potgieter Park is within the south western portion of town of Louis Trichardt.

**C3.1.3 Extent of Works**

The works shall consist of the following main items to be upgraded under the contract:

- Site establishment
- Removal of existing fence
- Erection of 900m cle-vue fence
- Construction of paved 1400m path which is 3500m<sup>2</sup>
- Construction of paved parking with a capacity of 122 cars which is 2600m<sup>2</sup>.
- Construction of guard house
- Construction of Administration block
- Construction of 2xAblution block
- Construction of outdoor gym
- Construction of outdoor children play area
- Drilling and equipping of borehole
- Installation of 4x10 000litres jojo tanks
- Construction of 10 bomas
- Construction of 10 braai stands
- Supply and installation of solid waste bins
- Construction of Amphi theatre
- Construction of wedding garden
- Construction of stormwater control system within the park
- landscaping
- Site de-establishment

**C3.1.4 Location of the Works**

The following details provide the key elements of the project area.

- Municipal Area : Makhado Local Municipality
- Central Co-ordinates:
  - Latitude (S) : 23° 02'37.02"

**DEVELOPMENT OF POTGIETER PARK**

- Longitude (E) : 29°53'37.57"

The project is within the south western portion of town of Louis Trichardt.

**C3.1.5 Temporary Works**

No temporary works are envisaged on the contract.

**C3.1.6 General Information****C3.1.6.1 Drawings**

The reduced drawings contained in book 2 of 2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

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

**C3.1.6.2 Power, Water Supply and Other Services**

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

**C3.1.6.3 Contractor's Camp Site and Security**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

**C3.1.6.4 Additional Requirements for Construction Activities**

C3.1.6.4.1 The contractor may not commence constructional activities 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.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

**C3.1.6.5 Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

**C3.1.6.6 Construction in Confined Areas**

**DEVELOPMENT OF POTGIETER PARK**

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

**C3.1.7 Labour Regulations****C3.1.7.0 EPWP Requirements**

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

**Competencies of LI Management and Supervisory staff**

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

**Wage Dispute (Contractor default to pay beneficiaries)**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**Reporting Requirements**

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP

## DEVELOPMENT OF POTGIETER PARK

## M&amp;E framework

- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

**C3.1.7.1 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications 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.

**C3.1.7.2 Applicable labour laws**

Ministerial determination 4:

1. Special Public Works Programs Government Gazette no. 34310-3 of 4 May 2012.
2. Code of Good Practice for Employment and Conditions of works of Expanded Public Works Programs – Government Gazette no. 34032 of 18 February 2011.

**C3.2 ENGINEERING****C3.2.1 Design**

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

**C3.2.2 Employer’s Design**

- (a) Detail description of Works
- (b) General Works

**C3.2.3 Contractor’s Design**

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer’s design certificate.

**C3.2.4 Design procedures**

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

**C3.3 PROCUREMENT POLICY**

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); BBBEE, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of 90:10 preferential points

## DEVELOPMENT OF POTGIETER PARK

system and functionality. The minimum threshold for functionality is 70%, bidders who score less than 70% will not be considered for further evaluation.

**C3.4 CONSTRUCTION****C3.4.1 STANDARD SPECIFICATIONS**

- (a) The following specifications shall apply for the construction of the Works.  
 (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE  
 Waterfall Park / Postnet Suite 81  
 Howick Gardens / Private Bag X65  
 Vorna Valley / Halfwayhouse  
 Becker Street / 1685  
 Midrand

Tel : (011) 805-5947

Fax : (011) 805-5971

Contact Person : Angeline Aylward

- (b) SABS or BS Specifications and Codes of Practice  
 Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.  
 (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.  
 (d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

**C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS****C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications**

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2010. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

| Clause No. in the Standard Specifications | Clause No. in COLTO General Conditions | Equivalent Clause No. in General Conditions of Contract 2010 |
|-------------------------------------------|----------------------------------------|--------------------------------------------------------------|
| 1202                                      | 15                                     | 5.6.1                                                        |
| 1206                                      | 14                                     | Deleted                                                      |
| 1209                                      | 52                                     | 6.10.2                                                       |
| 1210                                      | 54                                     | 51.1                                                         |
| 1212(1)                                   | 49                                     | 6.10.1                                                       |
| 1215                                      | 45                                     | 5.12.1                                                       |
| 1217                                      | 35                                     | 8.2.1                                                        |
| 1303                                      | 49                                     | 6.8                                                          |
| 1303                                      | 53                                     | 6.11                                                         |
| 1303                                      | 12                                     | 5.6                                                          |

**DEVELOPMENT OF POTGIETER PARK**

|              |       |        |
|--------------|-------|--------|
| 1303         | 45    | 5.12.1 |
| 1403         | 40(1) | 6.4.1  |
| 1505         | 40    | 6.4    |
| 31.03        | 40    | 6.4    |
| 3204(b)      | 40    | 6.4    |
| 3303(b)      | 2     | 3      |
| 5803(c)      | 40    | 6.4    |
| 5805(d)      | 40    | 6.4    |
| 6103(c)      | 40    | 6.4    |
| Item 83.03   | 22    | 5.15   |
| ALL SECTIONS | 48    | 6.6    |

**C3.4.2.2 Amendments to the Standard Specifications**

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

**C3.4.2.3 Project Specifications Relating to Standard Specifications**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

**C3.4.2.4 Project Specifications Relating to EPWP****EPWP Special Project Specification**

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

**DEVELOPMENT OF POTGIETER PARK**

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

**Requirement for Sourcing and engagement of Labour**

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.

The minimum rate of pay set for the EPWP is R 220.00 per task or per day.

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.
- c) 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.
- d) 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

**Employment demographics**

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.



## DEVELOPMENT OF POTGIETER PARK

**MATTERS RELATING TO THE STANDARD SPECIFICATIONS****3.4 CONSTRUCTION****3.4.1 Works specifications****3.4.1.1 Applicable SABS standardized Specifications**

The applicable standardized specifications for Contract shall be the following:

|         |   |                                              |
|---------|---|----------------------------------------------|
| SABS A  | - | General                                      |
| SABS C  | - | Site Clearance                               |
| SABS D  | - | Earthworks                                   |
| SABS DB | - | Earthworks (pipe Trenches)                   |
| SABS G  | - | Concrete (structural)                        |
| SABS GB | - | Concrete (Ordinary Building)                 |
| SABS H  | - | Structural Steelwork                         |
| SABS HB | - | Cladding and Sheeting                        |
| SABS HC | - | Corrosion protection of structural steelwork |
| SABS L  | - | Medium pressure pipelines                    |
| SABS LB | - | Bedding (pipes)                              |
| SABS LD | - | Sewers                                       |
| SABS MJ | - | Segmented paving                             |
| SABS MK | - | Kerbing and Channeling                       |

The following variations to standardized specifications and additional clauses are applicable to this contract and are contained in the “Annexure to the Scope of Work”.

|      |   |                             |
|------|---|-----------------------------|
| PSA  | - | General                     |
| PSAB | - | General – Engineer’s Office |
| PSC  | - | Site Clearance              |
| PSDB | - | Earthworks                  |
| PSGA | - | Concrete                    |
| PSMK | - | Kerbing & Channelling       |

**Particular Specifications**

The following particular specifications are applicable to this contract and are contained in the “Annexure to the scope of work”.

|    |   |               |
|----|---|---------------|
| PB | - | Building Work |
|----|---|---------------|

DEVELOPMENT OF POTGIETER PARK

|       |   |                                           |
|-------|---|-------------------------------------------|
| PF    | - | Fencing                                   |
| PT    | - | Top soiling, grassing and erosion control |
| POHAS | - | Occupational Health and safety            |

Technical Specifications

|    |   |           |
|----|---|-----------|
| BJ | - | Paintwork |
|----|---|-----------|

Particular specification

The following particular specifications are applicable to this contract and are contained in the "Annexure to the scope of work".

|    |   |               |
|----|---|---------------|
| PB | - | Building Work |
| PF | - | Fencing       |

**DEVELOPMENT OF POTGIETER PARK**

|       |   |                                           |
|-------|---|-------------------------------------------|
| PT    | - | Top soiling, grassing and erosion control |
| POHAS | - | Occupational Health and safety            |

**Technical Specifications**

The following Technical specifications are applicable to this contract and are contained in the "Annexure to the scope of work".

|    |   |           |
|----|---|-----------|
| BJ | - | Paintwork |
|----|---|-----------|

**3.4.2 Plant and Materials**

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

**3.4.3 Construction Equipment**

The contractor's equipment for construction shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Engineer be out of opinion that the equipment in use is in any way unsuitable for carrying out the in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment .

**3.4.4 Existing Services****3.4.4.1 Care of Existing Services**

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the afore said affected area, the contractor shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services

**DEVELOPMENT OF POTGIETER PARK**

The contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General Payment items.

In addition if the proposed new services crosses underneath overhead power lines Belonging to Eskom as well as underground pipelines and communication cables Belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations

**DEVELOPMENT OF POTGIETER PARK**

Work executed within the road reserve of provincial or local road shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagman and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure. Special care must be taken so as not to disturb the functioning of the existing facilities.

**3.4.4.2 Connection to Existing services**

Prior to connection of new service to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Engineer, in writing, to inspect such work. Only upon written approval of the Engineer, may connections to existing services made

**3.4.4.3 Contractor to Notify Relevant Authority and the Engineer of Damaged Service**

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in Writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the engineer and authority. The contractor will be held responsible for paying all costs incurred by the service owner or himself as result of each incident where the relevant service was clearly identified before hand

**3.4.5 Site Establishment****3.4.5.1 Services and facilities provided by the employer**

a) Water

Potable water for human consumption is available at site. Although the supply is reasonably dependable, the supply cannot guaranteed.

Potable water is to be used sparingly at all times.

b) Electricity /power supply

**DEVELOPMENT OF POTGIETER PARK**

Electricity is available on site. The Employer cannot guarantee that electricity will be available at all times.

The Contractor shall be responsible for making his own arrangements to connect to the water, electric power and other services that he may require for construction purposes.

The costs of making such arrangements, for meeting the condition imposed and for the metered consumption shall be paid by the Contractor, and his tender will be held to include for all such requirements throughout the duration of the Contract. All water including that used for testing will be charged for at the prevailing tariffs.

## DEVELOPMENT OF POTGIETER PARK

**3.4.5.2 Facilities Provided by the Contractor**

The Contractor will be required to make his own arrangements for the provision of a suitable construction camp, offices and workshop. He shall be responsible for all negotiation with the relevant authorities and he shall comply with all requirements imposed by those authorities. Suitable sites available within the municipal area will be pointed out during the site inspection

Should the Contractor require additional storage sites outside of the municipal areas he will responsible for making his own arrangements at his own cost for such offices.

The facility shall be properly fenced around the perimeter. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must be at all times be kept in a neat, clean and orderly condition. The costs associated with the provision of these items shall be borne by the Contractor. The Contractor will be required to remove all facilities and restore the site to its original condition on completion of works.

**3.4.5.3 Other Facilities and Services**

- Latrine and Ablution Facilities

It will be required of the contractor to provide temporary toilets and ablution facilities for his staff for the currency of the contract, to the standards laid down by the Authorities.

- Housing of Contractor's staff

The Contractor shall make his own arrangements for the housing of his Supervisory staff.

- Security

The Contractor will be responsible for providing adequate security for the works and for the site establishment. All costs associated with the provision of watchmen shall be borne by the contractor.

DEVELOPMENT OF POTGIETER PARK

**3.4.5.4 Name Boards**

The Contractor shall provide for the installation of one name board. The size, design and contents shall be as indicated on the detail drawing.

The name board(s) shall be removed upon completion of the works.

**3.4.6 Site Usage**

The Employer expects the contractor, his staff or agents to maintain good public Relations with landowners, other contractors and members of the public at all time.

Access to the site will be arranged by the Employer with the contractor. The Contractor shall submit a list of all his staff to the Employer for the purpose of access control.



## DEVELOPMENT OF POTGIETER PARK

**3.4.7 Permits and Way Leaves**

No way leaves are required on the project. The Contractor's staff will require Access permits to enter the site.

**3.4.8 Alterations, Additions, Extensions and Modifications to Existing Works**

The Contractor shall verify all levels, alignment and dimensions of existing structures or components thereof prior to the commencement of any work to determine the compatibility with the proposed works. The Contractor shall notify the Employer's Agent of any discrepancies.

**3.4.9 Water for Construction Purpose**

No water for construction purpose is available on site. The contractor shall make provision for procuring, transporting and storing of water for construction purpose at his own cost.

**3.4.10 Survey Control and setting out of the Works****3.4.10.1 Survey control****1. Geometric Control**

The Bench Mark Control and topographical survey for the works has been established. The Contractor is to check the Bench marks and existing levels prior to construction and bring any discrepancies to the attention of the engineer

**2. Preservation and Replacement of Beacons and Pegs**

The contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Engineer shall be replaced by a Registered Land Surveyor at the expense of the Contractor

Any errors in construction levels or position resulting from use of disturbed bench marks shall be made good by the contractor at his expense

**3.4.10.2 Setting out the Works**

**DEVELOPMENT OF POTGIETER PARK**

**1. Setting out**

The Contractor shall set out the works in relation to original points. Lines and levels of reference specified in the contract Data or notified by the Engineer. The Contractor shall be responsible for the positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works

**2. Construction Tolerance Control**

The Contractor will be required to issue to the Engineer in writing certification of Construction accuracy at each of the following phases, before continuing with the next phase of Construction:



**DEVELOPMENT OF POTGIETER PARK**

- a) setting out of works
- ii) Centre-line positions and levels to top of concrete pads footings/bases
- iii) Centre-lines to top of testing ground layers and final pavement layer

The Contractor shall only continue with the next phase of construction when directed by Engineer in writing.

Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial or other measures will be issued by the Engineer. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Engineer.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

**3.5 MANAGEMENT****3.5.1 Planning and Programming**

The Contractor shall supply within the period stated in the contract Data a suitable and realistic construction programme, cash flow diagram, and critical path diagram for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution during each week and the anticipated cash-flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The programme shall take provision for the accommodation of other contractor's requirements. It will be required from the contractor to liaise with other contractors to ensure continuous co-ordination and execution of the scheduled work.

**3.5.2 Recording of weather****3.5.3**

The Contractor shall provide and install a rain gauge on site and shall record rainfall data in the site diary. A site diary will be issued to the Contractor.

**3.5.4 Health and Safety**

**DEVELOPMENT OF POTGIETER PARK**

**3.5.3.1 Health and Safety Requirements**

The Occupational health and Safety Act, Act85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

**3.5.3.2 Protection of the Public**

As the above entails working in an already developed area where services are provided to the general public special attention must be paid to the following aspects:

- a) No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.

DEVELOPMENT OF POTGIETER PARK

- b) Safety of the public must be of prime importance and the outmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
  
- c) Movement of construction equipment must be controlled on site at all times.

## DEVELOPMENT OF POTGIETER PARK

**Site meetings and procedures**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

**Water and electricity**

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A/B/C (*Compiler to delete that which is not applicable*)  
 b) electricity : A/B/C (*Compiler to delete that which is not applicable*)

| Service | Option                                                                                                                                                                                              |                                                                                                                                                                                                               |                                                                                                                                                                                                                            |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | A<br>Contractor<br>responsibility                                                                                                                                                                   | B<br>Employer<br>responsibility                                                                                                                                                                               | C                                                                                                                                                                                                                          |
| Water   | The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost. | The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only. | The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed. |

## DEVELOPMENT OF POTGIETER PARK

|             |                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                     |                                                                                                                                                                                                            |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electricity | The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost. | The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only. | The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed. |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## DEVELOPMENT OF POTGIETER PARK

| <b>SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clause</b>                                                                                                                                       | <b>Specification Data</b>                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Essential Data:</b>                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.1                                                                                                                                                 | The depth of trenches which are to be excavated by hand is 1,5 metres.                                                                                                                                                                                                                                                                                                                                                               |
| <b>Additional clauses:</b>                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1                                                                                                                                                   | <b>Stone pitching and rubble concrete masonry</b><br>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.<br>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.<br>Grout shall be mixed and placed by hand.                                        |
| 2                                                                                                                                                   | <b>Manufactured Elements</b><br>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.                                         |
| <b>SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.</b>                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.2.1(a)                                                                                                                                            | A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.<br>A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: <a href="http://www.hwseta.org.za">www.hwseta.org.za</a> . |
| 4.2.1(a)                                                                                                                                            | The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)                                                                                                                                                                                                                                   |
| <b>Additional clauses</b>                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                     | The duration of each workshop is not to be less than 2 ½ hours.                                                                                                                                                                                                                                                                                                                                                                      |

**3.5.5 Particular / generic specifications**

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

**3.5.6 Recording of weather**

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

## DEVELOPMENT OF POTGIETER PARK

The following template for the record purposes of rainfall should be used:

|       | <u>Jul 19</u> | <u>Aug 19</u> | <u>Sep 19</u> | <u>Oct 19</u> | <u>Nov 19</u> | <u>Dec 19</u> | <u>Jan 20</u> | <u>Feb 20</u> |
|-------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1     |               |               |               |               |               |               |               |               |
| 2     |               |               |               |               |               |               |               |               |
| 3     |               |               |               |               |               |               |               |               |
| 4     |               |               |               |               |               |               |               |               |
| 5     |               |               |               |               |               |               |               |               |
| 6     |               |               |               |               |               |               |               |               |
| 7     |               |               |               |               |               |               |               |               |
| 8     |               |               |               |               |               |               |               |               |
| 9     |               |               |               |               |               |               |               |               |
| 10    |               |               |               |               |               |               |               |               |
| 11    |               |               |               |               |               |               |               |               |
| 12    |               |               |               |               |               |               |               |               |
| 13    |               |               |               |               |               |               |               |               |
| 14    |               |               |               |               |               |               |               |               |
| 15    |               |               |               |               |               |               |               |               |
| 16    |               |               |               |               |               |               |               |               |
| 17    |               |               |               |               |               |               |               |               |
| 18    |               |               |               |               |               |               |               |               |
| 19    |               |               |               |               |               |               |               |               |
| 20    |               |               |               |               |               |               |               |               |
| 21    |               |               |               |               |               |               |               |               |
| 22    |               |               |               |               |               |               |               |               |
| 23    |               |               |               |               |               |               |               |               |
| 24    |               |               |               |               |               |               |               |               |
| 25    |               |               |               |               |               |               |               |               |
| 26    |               |               |               |               |               |               |               |               |
| 27    |               |               |               |               |               |               |               |               |
| 28    |               |               |               |               |               |               |               |               |
| 29    |               |               |               |               |               |               |               |               |
| 30    |               |               |               |               |               |               |               |               |
| 31    |               |               |               |               |               |               |               |               |
| Total |               |               |               |               |               |               |               |               |

And then summarised accordingly for each month:

| <u>Month</u> | <u>Rainfall<br/>(mm)</u> | <u>Rainfall<br/>Days</u> | <u>Place<br/>Recorded</u> |
|--------------|--------------------------|--------------------------|---------------------------|
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
|              |                          |                          |                           |
| <b>Total</b> |                          |                          |                           |

DEVELOPMENT OF POTGIETER PARK

**3.5.7 Unauthorised persons**

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

## DEVELOPMENT OF POTGIETER PARK

**3.5.8 Management meetings**

A progress meeting termed Site Meeting will be held within monthly intervals. The Contractor shall provide a venue and adequate seating for all members of the Project team i.e. The Client, The Engineer, the Ward Concillor, the Local Municipality's representative, members of the community's steering committee, the CLO, the Safety officer, any other stakeholders (e.g. Private Enterprise, Mentors etc) and key members of the Contractors staff. Site inspection meetings termed Technical Meetings will also be held within monthly intervals and is approximately held midway between Site Meetings. The Contractor shall in terms of the Health and Safety Regulations hold safety meeting weekly. The Minutes of the Safety meeting shall be submitted to the Engineer at every Site Meeting

**3.5.9 Forms for contract administration**

The Contractor shall submit to the Engineer at every Site Meeting or by the 24<sup>th</sup> of every month the following schedules:

- 5.6.1 Labour Return Schedule (These forms are available electronically)
- 5.6.2 Plant Schedule
- 5.6.3 Copies of the Minutes of the Safety Meetings
- 5.6.4 Copies of the Site Diary Recordings
- 5.6.5 An updated Construction Programme

**3.5.10 Electronic payments**

The Contractor shall include on the Tax Invoice submitted with all claims the following banking details:

- Account Holder
- Bank Name
- Account Number
- Bank Branch Code
- Bank Branch Name
- Type of Account

The Employer is not under any obligation to transfer the Contractors payment electronically.

DEVELOPMENT OF POTGIETER PARK

**3.5.11 Daily records**

The Contractor is to keep accurate daily records of the following items on an A4 Book in duplicate:

- Date
- Weather conditions (include rainfall mm and time recorded if applicable)
- Safety Measures (include signage installed, barriers, all measures undertaken with the time checked)
- Plant used
- Activities/ Production
- Labour used (differentiate between local and non-local)
- Problems or difficulties experienced
- Information request or if follow was made (include dates and times of correspondence)

Training (if or when it is applicable)

**DEVELOPMENT OF POTGIETER PARK****3.5.12 Payment certificates**

The Contractor shall submit the following information together with all claims to be verified and certified by the Engineer for payment by the Engineer:

- A detailed calculation sheet for all measurable items in accordance with the payment criteria relevant to that item.
- A complete schedule of quantities drawn up by the Contractor indicating all claims i.e. previous, present and accumulative with the total applicable to the accumulative quantities.
- A comprehensive Summary Page indicating all previous payments, retentions, escalation totals, penalties, discounts, guarantee deductions, material claimed, other costs (e.g. acceleration), value added tax, subtotals and totals.
- Escalation CPA indices were applicable.
- Proof of payment for all Preliminary Sums (e.g. CLO, Training, Daywork items etc)
- Proof of material including delivery notes for all material claimed as material on site)
- The original signed Tax Invoice with the Municipal VAT number
- Submission of test results.
- EPWP Reports together with the ID copies as well as signed contracts where applicable.

The Contractor shall ensure that the projected cashflow allows 48 hours for the processing of payment certificates by the Engineer. The Contractor has to receive written acceptance from the Engineer on behalf of himself and the Client if more than one payment certificated is permitted monthly.

**3.5.13 Permits**

The Contractor's staff is not required to have security or entrance permits to enter the site.

**3.5.14 Proof of compliance with the law**

- 3.5.11.1 Basic Conditions of Employment Act 1997
- 3.5.11.2 Occupation Health and Safety Act

**3.5.15 Annexes**

A complete book of drawings is issued with this Tender Document. The Tenderers must ensure that they have received a full set of drawings and must return the set of drawings with the Tender.

**END OF SECTION**

## DEVELOPMENT OF POTGIETER PARK

**BID NO: 92 of 2023****PROJECT NAME: DEVELOPMENT OF POTGIETER PARK****CIDB GRADING: 6CE OR HIGHER****PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES****PSA      GENERAL****PSA1      SPECIFICATION DRAWINGS (Clause 2.7)**

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

**PSA2      QUALITY (Clause 3.1)**

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

**PSA3      PLANT (Clause 4.3)**

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

#### **PSA4      TESTING (Clause 7)**

PSA4.1 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexure to the Specifications.

PSA4.2 The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.

PSA4.3 The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

#### **PSA5      INSTRUCTIONS BY THE ENGINEER**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

#### **PSA6      SITE MEETINGS**

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held at maximum monthly intervals to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

#### **PSA7      PAYMENT (Clause 8.2)**



**DEVELOPMENT OF POTGIETER PARK**

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in Section 4.4C of Volume 1.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

**PSA8 SUMS STATED PROVISIONALLY (Clause 8.5)****PSA8.1 Contingencies**

A Provisional Sum has been included in Schedule 2 for contingencies. No percentage mark up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

**PSA8.2 Materials for Dayworks**

A Provisional Sum has been included in Schedule 2 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in

Schedule 2 for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

### **Royalties for Borrow Materials**

A Provisional Sum has been included in Schedule 2 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 48(2) of the Conditions of Contract.

### **PSA8.4 Contract Price Adjustment**

A Provisional Sum shall be included for Contract Price Adjustment in the Summary of Schedules to make provision for contract price adjustment in terms of Clause 49(2) of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage mark up will be applicable to any payments made in this regard.

### **PSA 9 PRIME COST ITEMS (Clause 8.6)**

#### **PSA9.1 Artisan and Skills Training**

A Prime Cost Item has been included in Schedule 2 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

#### **PSA9.2 Acceptance Control Testing of Earthworks and Concrete Works**

A Prime Cost Item has been included in Schedule 2 for acceptance control testing of earthworks and concrete works ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor.

**DEVELOPMENT OF POTGIETER PARK**

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

### **PSA9.3 Telephone Calls and Rental**

A Prime Cost Item has been included in Schedule 2 for telephone calls and facsimile transmissions as well as rental and maintenance associated with the telephone(s) to be supplied to the Engineer's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based on call and rental costs, but excluding any deposits and installation costs which shall be priced under the preliminary and general items. In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

### **PSA9.4 Salary for Labour Desk Officer**

A Prime Cost Item has been included in Schedule 1 for a salary to be paid to the Labour Desk Officer. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

### **PSA9.5 Accommodation for the Engineer's Representative**

A Prime Cost Item has been included in Schedule 1 for accommodation and/or office rental and service costs for existing off site facilities for the Engineer's Representative(s) for the duration of the Contract.

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

### **PSA10 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN**

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

## DEVELOPMENT OF POTGIETER PARK

**PSA11 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS**

An approved extension of time, other than for abnormal weather conditions, will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 40 of the General Conditions of Contract.

**PSAB ENGINEER'S OFFICE****PSAB1 NAME BOARDS** (Clause 3.1)

One name board conforming to the standard requirements of the South African Association of Consulting Engineers, must be provided and erected at places to be designated by the Engineer during the duration of the Contract for this purpose.

**PSAB2 OFFICE BUILDING** (Clause 3.2)

An office facility for the exclusive use of the Engineer's Representative will not be required. However, the office space and furniture made available by the Contractor as part of his site facilities shall be adequate for the shared use by himself and the Engineer's Representative.

**PSAB3 TELEPHONE** (Clause 5.4)

One cellular telephone of an approved type, shall be provided for the exclusive use of the Engineer's Representative for the duration of the Contract.

The Contractor shall make all arrangements necessary for the provision of the cell phone, and shall pay all necessary deposits and installation costs that may be applicable. A prime cost item has been allowed in Schedule 2 to cover all call and rental costs that are associated with the provision of this facility for the Engineer's Representative.

**PSAB4 SURVEY ASSISTANTS** (Clause 5.5)

Two suitably educated Survey Assistants shall be made available for the shared use by the Contractor and the Engineer's Representative for the duration of the Contract.

**PSAB6 CARPORTS**

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

**PSAB7 LABORATORY**

No laboratory buildings or fittings are required by the Engineer. The Engineer will arrange for a commercial laboratory or designate specialists to carry out all acceptance control testing including cube testing, but excepting for density control tests. See clause PSA9 for detail of the Prime Cost item provided for this purpose. The Contractor shall remain responsible for carrying out the process control testing that is required by the Standardised, Particular and Project Specifications.

The Contractor shall supply the following equipment and maintain same for the duration of the contract:

- a) A Troxler nuclear system Model 3440, complete with accessories and stored in a suitable transit case as supplied by the manufacturer. A detailed description of the unit and principles of operation should be given in the manual for the nuclear instrument.
- b) Six concrete cube moulds, 150mm nominal size.

The contractor must include the price for providing these equipment under the payment items "Facilities for the Engineer" in Schedule 1.

Upon completion of the Works, ownership of the equipment specified herein shall revert to the Contractor who shall remove same from Site.

## DEVELOPMENT OF POTGIETER PARK

**SITE CLEARANCE****PSC1 DISPOSAL OF MATERIAL** (Subclauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of as may be ordered by the Engineer. Trees and stumps necessarily removed shall not be burnt unless authorized by the Engineer, but shall be cut and stacked at areas designated by the Engineer.

**PSC2 AREAS TO BE CLEARED AND GRUBBED** (Clause 5.1)

Only areas necessary for the construction of the Works will be cleared and grubbed.

**PSC3 PRESERVATION OF TREES AND SHRUBS** (Subclause 5.2.3)

The penalty in respect of every individual tree and shrub, designated as a tree or shrub to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R1 000. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

**PSC4 FREEHAUL AND OVERHAUL**

Refer to Clause PSD7 in this regard.

## **PSD EARTHWORKS**

### **PSD1 SAFEGUARDING OF EXCAVATIONS** (Subclause 5.1.1.2)

Any cost the Contractor may undergo in ensuring the safety of excavations or any additional excavation and backfilling he may have to undertake due to the unstable sides of excavations and trenches shall be held to his account and the various rates for excavation and trenching included in the Schedule of Quantities shall include full compensation therefore.

### **PSD2 EXPLOSIVES** (Subclause 5.1.1.3)

In addition to complying with the provisions of subclause 5.1.1.3 of SABS 1200D, the Contractor shall record for the information of the Engineer the spacing and loading of the charge in each blast and compliance with this requirement will not relieve the Contractor of any responsibility in terms of the said subclause.

### **PSD3 DISPOSAL OF SURPLUS MATERIAL** (Subclauses 5.1.4.3 and 5.2.2.3)

All surplus or unsuitable excavation materials (other than as described below) arising from trench excavations shall be spoiled and neatly spread and levelled along the route of the pipelines so as not to interfere with future works nor to disrupt the natural overland flow of storm run-off. Rocks, trees, debris and other unsightly materials shall be removed from alongside the trench to spoil areas that are designated by the Engineer for this purpose. Haul of excess material from excavation to spoil areas will not be required by the Engineer unless necessary for the neat and orderly finishing of the Site and its environs.

Generally pipeline trenches shall be left proud of the natural ground surface in order to allow for any consolidation of the backfill materials that may still occur after Completion of the Works. However, where the pipeline is laid within a road reserve the pipeline trench shall be finished neatly to be flush with the natural ground level or finished sidewalk level as may be applicable.

### **PSD4 ACCOMMODATION OF TRAFFIC** (Subclause 5.1.6)

Traffic must be accommodated along public roads whilst construction takes place. The Contractor shall make provision to ensure the safe passage of traffic using the road whilst construction is taking place, and to ensure that any disruption to traffic is kept to a minimum by undertaking half width construction or by providing save detours, all as instructed by the Engineer. All detours shall be constructed and signs shall be erected and maintained in accordance with the latest issue of Road Signs Note 13 as issued by CSRA and CUTA.

The Contractor shall tender a lump sum against Payment Item 5.1.1 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades, the erection and re-erection of existing and/or temporary traffic signs, lights and flagmen for the guarding and protection of the Works, and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

### **PSD5 BORROW PITS** (Subclause 5.2.2.2)



**DEVELOPMENT OF POTGIETER PARK**

Bedding and backfill materials shall be obtained from trench excavations or Commercial source designated by the Contractor. Where borrow materials are required and ordered by the Engineer, such materials shall be obtained from borrow pits designated by the Engineer. The Contractor shall be responsible for the opening up and closing down of designated borrow pits. The Engineer will obtain the necessary permissions and authority to utilise such borrow pits. The Contractor in turn shall in all respects comply with the various requirements of SABS 1200D and of the Minerals Act (No 50 of 1991) in relation to the opening up, closing down and utilisation of borrow pits.

Except for the crushing or screening of materials in accordance with the written instructions of the Engineer, and for royalties, should such royalties become payable, no additional payment will be made for excavating or processing material from designated borrow pits, other than under the relevant payment items listed in the Schedules of Quantities.

The Contractor shall co-ordinate his borrowing operations with other contractors that might be using the same borrow pit(s).

The closing down of a borrow pit will include all earth works required to leave the area in a neat condition without irregularities in the surface and with even slopes to the satisfaction of the Engineer and other concerned parties.

**PSD6 HAUL AND SPOIL ROADS**

The Contractor shall be responsible for the provision of all haul and spoil roads to borrow and spoil areas that he may require for the construction of the Works and that the Engineer may approve. No additional payment will be made in this regard.

**PSD7 FREEHAUL AND OVERHAUL (Sub clause 5.2.5)**

All movement of earthworks undertaken along the route of the pipeline and to and from the spoil site shall be considered freehaul. Overhaul will be measured as long overhaul for all importation of borrow materials from borrow pits designated by the Engineer in writing. The haul distance will be measured to the nearest 0.1 km along the shortest practicable route approved by the Engineer and shall be measured in one direction only. The freehaul distance for importation from borrow areas will be 1 km. Short overhaul will not be measured for payment.

**PSDB EARTHWORKS (PIPE TRENCHES)**

**PSDB1 SAFEGUARDING OF EXCAVATIONS (Subclause 5.1)**

Refer to Clause PSD1.

**PSDB2 SPECIAL WATER HAZARDS (Subclause 5.1.2.2)**

Where ground water is present during construction to such an extent that it could hamper the placing and consolidation of the granular or concrete bedding, as specified on the Drawings, or would cause buoyancy of the pipes, the Contractor is to notify the Engineer immediately, who will authorise the importation of crushed stone bedding material from commercial sources in order to assist with dewatering during the bedding, laying and backfilling operations associated with the pipeline, if he deems it necessary. In severe cases, and should the Engineer so instruct, the stone bedding should be wrapped in a suitable geotextile such as Kaymat U24 or similar approved. A suitable outlet point for the expulsion of underground water, caught up in such an underdrain, must be identified and an outlet structure constructed to the approval of the Engineer to facilitate the release of such water.

Crushed stone bedding material shall consist of nominal 19 mm crushed stone complying with the grading as specified for stone to be in concrete in Table 5 of SABS 1083 (as amended), and shall be well compacted in order to provide a uniform support of the pipe barrel.

At points designated by the Engineer, sumps shall be formed in the trench bottom from which ground water can be pumped in order to maintain the water table below the pipe bedding level during construction. The Contractor shall, if instructed, establish on site, operate and remove on completion, dewatering pumps of 25 l/s capacity, which shall be paid for under the applicable item allowed in Schedule 2 for this purpose. Lengths of trench opened at any one stage shall be limited by the dewatering capacity of the pump.

**PSDB3 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.3)**

See Clause PSD4.

**PSDB4 EXISTING SERVICES (Sub-Clauses 5.1.4)**

Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be scheduled and measured as provided for in Clause 8.3.5 of 1200DB.

**DEVELOPMENT OF POTGIETER PARK**

Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, and the Engineer orders that the Contractor should undertake the repair of such service, then such repair will either be measured and paid as day works or alternatively as a contractual variation in terms of Clause 40 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles or stays may be carried out without the prior written approval of the Engineer, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

**PSDB5 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)**

Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

**PSDB6 TRENCH BOTTOMS (Sub-Clause 5.5)**

Replace the first paragraph of this sub-clause "Material that ..... compacted as directed" with the following: -

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Engineer may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Engineer in each particular case, at the cost of the Employer. Backfill, other than concrete, shall be placed in layers of 100mm un- compacted thickness, each layer thoroughly compacted to the entire satisfaction of the Engineer, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Engineer in each particular case.

No pipes, concrete screeds, concrete beds or bedding material shall be laid in any trench before the trenches have been inspected and approved by the Engineer's Representative.

## DEVELOPMENT OF POTGIETER PARK

**PSDB7 DISPOSAL OF EXCAVATED MATERIAL** (Sub-Clauses 5.6.3 and 5.6.4)

Refer to Clause PSD3.

**PSDB8 FREEHAUL AND OVERHAUL** (Sub-Clause 5.6.8)

The provisions of clause PSD7 will apply.

**PSDB9 AREAS SUBJECTED TO TRAFFIC LOADS** (Clause 5.7.2)

The requirements of Clause 5.7.2 shall apply only to pipes and sleeves crossing streets or paved areas and pipes running parallel to the road as described below.

All service trenches running parallel to the road of which the roadside edge of the trench is located less than 1,4 m away from the edge of the travelled way, will be subject to the requirements for the above mentioned clause.

The measurement and payment will apply to the full trench width. Pipes and sleeves crossing streets or paved areas will be measured and paid for to a length equal to the width of road or length of pavement crossed plus 1,4 m either side of the travelled edges.

Compaction of other pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads only where instructed by the Engineer in writing. The volume will be computed from the minimum base width determined in accordance with Sub-Clause 5.2 and the depth from the top of the backfill to the top of the selected backfill layer as specified in Sub-Clause 8.3.3.1.

**PSDB10 REINSTATEMENT OF EXISTING BITUMEN SURFACED ROADS** (Clause 3.6 and

5.9.4)

Pipe trenches through the existing bitumen surfaced roads shall be reinstated with a 150 mm upper selected subgrade layer compacted to 93 % mod AASHTO density, followed by two 150 mm subbase layers compacted to 95 % mod AASHTO density and a 150 mm graded crushed stone base compacted to 98 % mod AASHTO density. The road shall be provided with a 30 mm thick asphalt seal. The upper selected subgrade layer shall have a CBR of at least 15, a grading modulus of at least 0,75 and a maximum PI of 12. The subbase shall conform to SABS 1200 ME, the graded crushed stone to SABS 1200 MF and the seal to SABS 1200 MH.

**PSDB11 MEASUREMENT AND PAYMENT** (Subclause 8.3.2)

**DEVELOPMENT OF POTGIETER PARK**

Trench excavations shall be measured volumetrically (irrespective of length) in depth increments as follows:

- a) Up to 1,5 m
- b) Exceeding 1,5 m but not exceeding 2,5 m
- c) Exceeding 2,5 m but not exceeding 3,5 m
- d) Exceeding 3,5 m but not exceeding 4,5 m

The volume for each of the above payment items is determined by multiplying the length of the trench falling within the depth range (as determined in accordance with drawing DB-2 of SABS 1200 DB) by the total trench depth and by the trench width (as determined by SABS 1200 DB clause 5.2), using any recognised method such as the end area or the Simpson's method, determining depths at no more than 20 m intervals.

Payment for the excavation and backfilling of trenches shall be made at the tendered rates and at the following stages of construction:

- i) Upon completion and approval of the trench bottom, prior to bedding: 40 %
- ii) Upon completion and approval of top of selected backfill: 70 % (cumulative)
- iii) Upon completion and approval of the main fill: Remaining 30 %

**PSDK GABIONS AND PITCHING****PSDK1 GEOTEXTILE (Subclause 3.1.4)**

Shall be Kaymat U24, or similar approved, unless otherwise shown on the drawings or instructed by the Engineer.

**PSDK2 PITCHING (Subclause 3.2.1.2)**

Type of pitching shall be Ordinary Stone Pitching, unless otherwise instructed by the Engineer.

**PSG CONCRETE (Structural)****PSG1 SCOPE**

This specification covers the requirements for water retaining structural concrete for civil engineering work

**PSG2 INTERPRETATIONS****PSG2.1 Definition**

**DEVELOPMENT OF POTGIETER PARK**

For purpose of this Contract, all structures will be regarded as water retaining structures.

**PSG2.2 Exposure Conditions**

For the purpose of this Specification, Water retaining structures shall be deemed to be classified under clause 2.4.1.3 (severe conditions) as specified in SABS 1200 G unless specified otherwise in the project specification.

**PSG3 CEMENTITIOUS MATERIALS****PSG3.1 Applicable standards**

All cementitious material used in concrete shall comply with the following standards, as relevant:

***Common cements***

SABS ENV 197-1:1992 *Cement B composition, specifications and conformity criteria B Part 1: Common cements*

***Cement extenders***

SABS 1491: Part II-1989 *Fly ash*

**PSG3.2 Type**

The type of cementitious material to be used in concrete shall be one of the following:

- A blend of materials, combined in the concrete mixer, comprising, by mass:  
70% CEM I (common cement) and 30% fly ash

**PSG4 AGGREGATES (Sub-clause 3.4)**

The following additional requirements shall be applicable to water retaining structures: -

**PSG4.1 Fine Aggregate**

Samples of the proposed fine aggregate shall be submitted to the Engineer for his approval before use.

The Contractor shall submit a sieve grading analysis to the Engineer for approval and if unacceptable, the Contractor shall offer another sample and grading for approval, or may blend aggregate from different sources and submit the blend for approval.

The water demand of the fine aggregate shall not exceed 195 l/m<sup>3</sup>.

**DEVELOPMENT OF POTGIETER PARK**

Fine aggregate shall be stored on a concrete surface and washed sand shall be allowed to drain for at least 24 (twenty-four) hours before use. The Engineer may require the Contractor to test the sand daily (or more frequently if necessary) for moisture content, impurities and grading before use.

**PSG4.2 Coarse Aggregate**

The voids ratio of the coarse aggregate shall not exceed 47 % (forty-seven per cent). Single sized aggregates shall be stored on a concrete surface in separate stock piles, according to size. The proportions of the various single sized aggregates required for the various portions of the work shall be submitted by the Contractor for the Engineer's approval.

**PSG5 CONSTRUCTION****PSG5.1 Reinforcement**

The following additional requirements shall be applicable to water retaining structures:

**PSG5.1.1 Fixing (Subclause 5.1.2)**

The use of plastic spacer blocks will not be allowed.

**PSG5.1.2 Cover (Subclause 5.1.3)**

In water retaining structures the exposure condition of a reinforcing bar closest to the face in direct contact with water or soil backfilling, shall be classified as severe.

It should be noted that in some water retaining structures only one face of the structural elements will be in contact with water.

Concrete cover to reinforcement to be 50 mm throughout.

The soffit of a slab suspended above the water (e.g. a reservoir roof) will be treated as being in contact with the water for the purpose of determining the cover.

## DEVELOPMENT OF POTGIETER PARK

**PSG5.2 Strength concrete (Subclause 5.5.1.7)**

It is a requirement that the Contractor employ the services of an approved specialist to obtain design mixes compatible with the specification. The preferred specialist is CCI who has to confirm in writing that:

- a: The proposed concrete mix was designed by CCI
- b: The proposed concrete mix is suitable for water retaining structures with aggressive water (soft water) being retained.
- c: The proposed concrete mix is of grade 30/19

No concrete shall be placed until the Contractor's concrete mix design has been approved by the Engineer. The Contractor shall submit to the Engineer a statement of the mix proportion proposed, together with a report from an approved testing laboratory, showing the 28 days concrete strength obtained when using the materials proposed for the work.

The strength determinations shall be based on not less than three concrete test specimens.

When the Contractor can furnish reliable test records of concrete of a quality at least equal to that specified, having been made with materials from the same sources and of the same qualities as he proposes to use, the Engineer may waive all or part of the strength tests required in the above paragraph.

The preparation of the 150 mm test cube specimens and the sampling techniques shall be in accordance with the relevant SABS specification.

Concrete for water retaining structures shall have a free water/cement ratio of less than 0,5 and a cement content of 420 kg/m<sup>3</sup>. Admixtures may be used to increase the workability of the concrete but only with the express approval of the Engineer and when the details of the active ingredients of the admixture and their effects are supplied to the Engineer for approval before use.

No additives likely to impair low permeability of the concrete will be approved. Calcium chloride or admixtures containing chlorides may not be used in concrete for water retaining structures. Other admixtures and constituents may only be used with the approval of, or as specified by the Engineer.

**PSG5.3 Placing (Subclause 5.5.5)**

Panels between construction joints shall be cast alternatively.

**PSG5.4 Construction Joints (Subclause 5.5.7)**

The following additional requirements shall be applicable to water retaining structures:

The Engineer may allow the Contractor to cut an additional straight construction joint if it is possible without prejudicing the water tightness of the structure. The additional construction joint shall be sealed with the same seal that is specified for planned construction joints at the expense of the Contractor.



**DEVELOPMENT OF POTGIETER PARK**

Construction joints in reinforced concrete walls, embankments, etc. shall consist only of horizontal joints. If under abnormal conditions a vertical construction joint is unavoidable it may only be constructed with the approval of the Engineer.

Construction joints shall only be placed at intervals shown on the drawings or as directed by the Engineer. The exact position of construction joints shall be marked on the formwork in order to obtain truly horizontal joints.

**PSG5.4.1 Preparation of Surface**

Prior to placing any further concrete, the joint must be clean, damp and free of laitance. During the period when the concrete is still green, all loose material shall be removed, without disturbing the aggregates, by light brushing. Where this is not possible, or if the concrete has already set, the surface film shall be removed by mechanical means appropriate to the degree of hardness of concrete so as to expose the aggregate over the entire surface and leave a sound, irregular surface.

**PSG5.4.2 Before Placing Concrete**

Where the concrete of the previous lift is more than 3 days old, it shall be kept continuously wet before the mortar and fresh concrete is placed.

On all construction joints the following steps shall be taken after the surface has been prepared and at the most, 30 minutes before placing the concrete:

- (i) Remove all surface water with an air hose and dry sprinkle waterproofing additive (Vandex Premix or similar approved) at 9,8 kg per m<sup>2</sup>.
- (ii) Place a layer of approximately 10 mm thickness consisting of cement, sand and water mixed in the same proportions as used in the concrete.
- (iii) Place concrete within 30 minutes.

**PSG5.5 Curing and Protection (Subclause 5.5.8)**

SABS 1200 G Clause 5.5.8 will be deleted for the purpose of this Specification and replaced with the following:

“All concrete other than blinding concrete shall be maintained continuously saturated for at least ten days or as directed on the drawings immediately after placement or after stripping formwork in the case of walls, by methods which shall receive the prior written approval of the Engineer if different from the following:

- a) For floors

**DEVELOPMENT OF POTGIETER PARK**

Ponded water with a minimum depth of 30 mm.

b) For Columns and Walls

Continuously saturated heavy jute sacking or other approved absorbent material maintained in contact with the concrete surface by fastenings spaced at not more than 2 m centres.

c) For Floors and Columns

Covering the previously saturated surfaces with approved plastic sheets maintained in contact with the concrete surface and with all edges and joints sealed by methods approved by the Engineer.

Where the ambient temperature is below 4 ° C the curing period of 10 days or as directed on the drawings, will be extended by 72 hours.

Newly cast concrete sections shall not be used for supporting loaded wheel- barrows, monorails, material or scaffolding, etc., until permission is obtained from the Engineer."

**PSG5.6 Adverse Weather Conditions****PSG5.6.1 *Concreting in cold weather***

During cold weather no material having a temperature below 5 ° C shall be used for making concrete.

No concrete shall be placed when the ground or air temperature is below 2° C or if the ground or air temperature is likely to fall below 2° C within 6 (six) hours of placing the concrete.

The temperature of placed concrete shall not be allowed to fall below 5 ° C until the concrete has attained a strength of at least 5 Mpa, and the Contractor shall be responsible for all the necessary protective measures to ensure this. All concrete that has been damaged by frost or by the formation of ice in the concrete shall be removed and replaced by the Contractor at his own expense.

**PSG5.6.2 *Concreting in hot weather***

During hot weather, the temperature of the concrete, as placed, shall not exceed 30°C. The Contractor shall ensure that the placing of the fresh concrete does not exceed the ambient temperature by more than 5°C. Where necessary this shall be accomplished by shading aggregate stockpiles, shading or insulating water pipes and water storage tanks.

## DEVELOPMENT OF POTGIETER PARK

**PSG6 CONCRETE SURFACES (Subclauses 5.2.1 and 5.5.10)****PSG6.1 Special Smooth Formwork**

Where special smooth formwork is specified for the exposed surfaces of concrete structures, only new shutter boards or new steel panels without any dents or marks shall be used. The shutter boards or panels shall be arranged in a rectangular pattern approved by the Engineer. Special care shall be taken at construction joints to form a straight and smooth joint. Where specified feature strips shall be used at construction joints, all projections shall be removed, irregularities repaired and the surface rubbed or treated to form a smooth finish with a uniform texture, appearance and colour. The finish of the concrete shall be accurate to a degree of accuracy as defined in Clause 6.

**PSG6.2 Wood-Floated Finish**

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in Sub-Clause 5.5.10.1 of SABS 1200 G after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

**PSG6.3 Steel-Floated Finish**

Where steel is specified or scheduled, the surface shall be treated as specified in PSG6.2 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

**PSG6.4 Power-Floated Finish**

Where power floating is specified or scheduled, the surface shall be treated as specified in PSG6.1 except that the screeded surface shall be power-floated to produce a high quality dense, smooth, uniform surface free from trowel marks.

**PSG7 CONCRETE JOINTS (Subclause 5.5.11)****PSG7.1 Construction Joints (Subclause 5.5.7)**

Joints in the concrete structure at which special measures are taken to achieve subsequent continuity are termed construction joints. Construction joints will be permitted only where shown on the drawings or approved by the Engineer and shall be formed true to line on all formed or exposed surfaces. Horizontal joints shall be formed by casting against a timber or metal former. Recesses shall be formed as detailed on the drawings.

Where detailed on the drawings, galvanized metal strips or waterbars shall be cast into the joints. No unplanned construction joints will be allowed. If a breakdown occurs, the contractor shall strip the shuttering as soon as possible and break out all concrete up to the previous planned construction joint.

Except in the case where movement joints are required, the entire joint contact area of the concrete already placed shall be thoroughly roughened by chipping with sharp chipping picks before placing concrete against the surface. This surface will not be accepted unless the coarse aggregate projects 5 mm beyond the surrounding matrix. In this connection approved light pneumatic or electric tools are preferred provided that no structural damage is done to the concrete being chipped: otherwise hand tools are to be used. Chipping shall not be commenced until at least 48 (forty-eight) hours after the concrete was placed.

Alternative methods of preparing the surfaces of construction joints to those given above will be considered. The Contractor shall submit proposed alternative methods of achieving the roughened surface required to the Engineer for approval.

Should the Engineer at any time withhold or withdraw permission for alternative methods to be used then the Contractor shall prepare the surfaces of construction joints in accordance with the above specification.

Immediately before the adjoining concrete is placed, the chipped surface shall be thoroughly cleaned by brushing and washing and then thoroughly wetted.

At the discretion of the Engineer the percentage of coarse aggregate of the mix may be slightly reduced in a layer not exceeding 200 mm in depth immediately above the chipped surface of a horizontal construction joint. Suitable temporary openings shall be left in the shuttering to allow for the removal of sawdust, shavings, nails, debris, etc.

The application of compounds to the surfaces of stop ends at vertical joints to retard the setting of a film of concrete in contact with the stop end will be permitted subject to the Engineer's approval of the compound to be utilised and the Contractor's methods for the application of the same.

## **PSG7.2 Movement Joints**

Movement joints shall be formed where shown on the drawings.

Movement joints shall be formed true to line and shall be thoroughly cleaned of all accretions of concrete or other foreign matter by scraping or other approved means. The surfaces in contact with joint sealing material shall be prepared strictly in accordance with the manufacturer's Specification.

**DEVELOPMENT OF POTGIETER PARK**

Care shall be taken to ensure that the waterbars are in perfect contact with well compacted void-free concrete throughout, particularly on horizontal joints where special procedures shall be adopted for placing and compacting concrete under the waterbars, to the approval of the Engineer.

**PSG8 WATERPROOFING OF CONCRETE JOINTS**

Three different systems of waterproofing (or construction of systems) exist and the appropriate system (or combination) will be applied as specified on the drawings: The three systems are:

- a) Waterproofing with hypalon bandage system  
Waterproofing with waterbars
- b) Waterproofing with surface sealants

**PSG8.1 Hypalon system**

The bandage shall comprise a 250 mm wide, or as detailed on drawings, 2 mm thick, Sikadur-Combiflex joint sealing system or similar approved. The hypalon bandage shall be applied strictly in accordance with the manufacturer's specifications and requirements.

**PSG8.2 Waterbars (Waterbars will not be used on this contract)**

Except where otherwise specified waterbars shall be manufactured from virgin polyvinyl chloride complying with BS 2571: latest amendment (Class 3 compounds) and the Tenderer shall provide full details of the composition and properties of the material in the relevant annexure where applicable.

Samples of waterbars shall be submitted for approval and all material subsequently supplied shall be identical in size, shape, colour and quality to the approved sample. The waterbar shall be of uniform cross-section and size and shall have lugs welded at 1 m centres on both edges of the waterbar to hold it securely in position during concreting operations.

It shall be possible for all sizes of waterbar to be turned through a 75 mm radius without damage or permanent set to the waterbar.

Joints in waterbars shall be kept to a minimum by the use of the longest possible lengths.

Waterbars shall be held to the required shape, lines, etc, in suitable formwork: site joints shall be bonded as directed by the manufacturer in such a way as to form a continuous watertight seal free from pin holes at any point of the length or width of the strip.

Formwork shall be designed to accommodate the waterbars without subsequent bending and the waterbars shall be adequately supported and protected from damage and sunlight until finally encased in concrete.

Waterbars shall be tested in accordance with BS 2782 and ISO R527.

### **PSG8.3    Waterproofing with surface sealants**

#### **a)    General**

A groove of dimensions specified shall be formed, where indicated, and sealed by an approved sealant. The sealant shall be non-toxic and shall be either a hand applied bitumen putty sealant or a polysulphide sealant. The type of sealant to be specified on the drawings and the product to be used shall be approved by the Engineer.

#### **b)    Bitumen Putty Sealant**

All joints shall be clean, dry and free of laitance. The concrete shall be at least four weeks old. The joint surfaces shall then be primed by an ancillary product and the sealant applied as per the suppliers' specification. Special precautionary measures shall be taken to acquire a neat finish by covering the face edges of the joint with masking tape before priming. Any excess material will be cut away and finished flush.

#### **c)    Poli-urethane Sealant**

All joints shall be clean, dry and free of laitance. Prime joint face if required – following the supplier's specification. Apply the sealant and finish off flush with the concrete surface.

### **PSG9       MISCELLANEOUS**

#### **PSG9.1    Porous concrete**

Porous concrete shall be laid under foundations and floor slabs and behind walls, etc, where shown on the drawings and where directed by the Engineer. Porous concrete shall be placed behind shuttering to form a vertical layer against the external face of foundations etc where shown on drawings and where directed by the Engineer. The thickness of the horizontal, sloping and vertical layers shall not be less than that shown on the drawings.

**DEVELOPMENT OF POTGIETER PARK**

The exposed faces, both horizontal and vertical, of the porous concrete shall be finished with a cement mortar seal where reinforced concrete is to be cast against it. The porous concrete shall be sealed with a 5 mm thick layer of mortar composed of one part normal portland cement to two parts of fine aggregate by mass, trowelled on before the porous concrete has hardened, and finished with a screed to provide a smooth, uniform plane surface without filling any of the internal voids of the porous concrete. The surface of the seal shall have a steel or power float surface.

The schedule rates for porous concrete shall include the cost of mortar seal and steel float finish.

Porous concrete shall comprise water, cement, coarse aggregate and not more than 5 % (five percent) by mass of fine sand. The voids ratio of porous concrete shall not be less than 27,5 % (twenty-seven and one half) percent. Testing of porous concrete shall be carried out in accordance with test method 3 of BS 1881 Part 3 – 1970.

**PSG9.2 Bond breaker**

Where indicated on the drawings, site or porous concrete under floor slabs and wall footings etc. shall be covered with a bond breaker consisting of 2 sheets of 250 micron tear resistant damp proof membrane to SABS 952 (1969) C having 150 mm laps and pierced at 1 m intervals to allow the passage of water.

**END OF SECTION**



**BID NO: 92 OF 2023**

**PROJECT NAME: DEVELOPMENT OF POTGIETER PARK**

**CIDB GRADING: 6CE OR HIGHER**

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## **Part C5.5: COVID-19 OHS Specifications and Regulations**

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## DEVELOPMENT OF POTGIETER PARK

**C5.5: COVID-19 OHS SPECIFICATIONS AND REGULATIONS****C5.5.1. INTRODUCTION:**

This Plan is subject to Government Regulations and the prohibitions and notices issued by the relevant authorities regarding Lockdown in terms of the Disaster Management Act 2002 and Amendments.

These are exceptional circumstances and the industry must comply with the latest Government guidelines on Coronavirus at all times.

The health and safety requirements of any construction activity must also not be compromised at this time. If an activity cannot be undertaken safely due to a lack of suitably qualified personnel being available or social distancing being implemented, it should not take place.

We are aware that emergency services are also under great pressure and may not be in a position to respond as quickly as usual.

Site management should remind the workforce at every opportunity of the Site Operating Procedures which are aimed at protecting them, their colleagues, their families and the general population.

If a site is not consistently implementing the measures set out below, it may be required to shut down.

**C5.5.1.1 Purpose:**

This document provides an overview of how the Contractor shall Address the COVID-19 Pandemic in relation to project continuity on the Construction project. Project teams shall apply these guidelines, as applicable, on the project sites to the best of their abilities.

This is a fast-moving situation and this document will be revised as the need arises.

**C5.5.2. COMMUNICATION:****C5.5.2.1 Safety Talks and Induction**

When work resume on site Induction shall be done with all employees on site regarding the COVID 19 Pandemic and all measures to be implemented as per this Management plan. Safety Talks that is available shall be communicated at toolbox Talks with all employees and visitors and distribute to subcontractors so they can also review at their toolbox talks. Safety Notice is to be posted on the project Notice Board.

The current concerns for COVID -19 makes induction especially important as a means of communicating with new workers the safety precautions that they must comply with for them to work on this site.

It is also a point for screening workers and asking them questions about their travels and health to verify that they are healthy and not in contravention of any Public Health recommendations.

It is also a moment when we can reassure workers that our project is being managed for their

safety, that we are taking COVID – 19 seriously and that the most important thing to us is their health and safety.

#### **C5.5.2.2 Risk Assessments**

COVID 19 Risk Assessments have been developed and are attached for reference see Appendix 1 The Risk Assessments are based on current knowledge and available information.

General best practices in line with Government and WHO (World Health Organisation) guidelines propagated as control and mitigation.

These risk assessments shall be communicated with all employees and copies of the attendance register shall be kept for record purposes.

#### **C5.5.2.3 Contractor COVID – 19 Prevention Procedures**

The Contractor shall identify which tasks may be impacted by social distancing restrictions and implement mitigation measures, for example:

- Site induction
- Training
- Tasks that involve two or more workers to work in close proximity. i.e. Carrying pipe or equipment
- Restricted work locations where there is insufficient space to maintain social distancing i.e. cab of a vehicle or small room.

The Contractor must identify tasks where there is a potential for transmission through shared use of PPE, tools and equipment and implement mitigation measures. For example:

- PPE – face shields at cutting stations, fall protection ropes and lanyards, etc.
- Tools – hand saws, chop saws, grinders, vacuums, etc.
- Equipment – aerial work platforms, forklifts, power trowels, etc.

Where cleaning and disinfecting are required the Contractor shall review the procedures and implementing practices that prevent the transmission of COVID -19 on an ongoing basis.

#### **C5.5.2.4 Health Verification of Workers and Visitors**

The health and well-being of workers and visitors is paramount. To protect workers and visitors and provide a safe and healthy workplace the following shall be implemented:

Supervisors to be vigilant and that includes monitoring for symptoms of COVID-19.

Workers and visitors who are exhibiting symptoms of COVID 19 or are otherwise recommended to be in self- isolation or self-quarantine in accordance with recommendations of the Government Guidelines are not permitted on the project.

1. Any workers or visitors intending to access the site must complete a Health Questionnaire (Appendix 1). The purpose of the questionnaire is to verify that workers are free, to the best of their knowledge, of COVID-19 symptoms and related restrictions in accordance with Government Guidelines and recommendations.
2. Supervisors must provide each day an attendance list of workers by name and phone contact. In the event that there is a COVID issue later this information will be especially helpful in identifying potential exposures. Attendance lists to be stored in accordance with privacy considerations.

**DEVELOPMENT OF POTGIETER PARK**

3. Contractor supervisors are required to verify, at start of shift, that their workers are healthy, fit for work and to the best of their knowledge, free of any symptoms or restrictions associated with COVID-19 in accordance with the Health Questionnaire and recommendations of the Government Guidelines.
4. Supervisors must provide an update on their workers' health to the COVID Safety Coordinator and Safety Officer at start of shift. If there are any significant changes in attendance or health concerns notify the Construction Manager in writing.
5. Supervisors are required to verify, at end of shift, that their workers are healthy, fit for work and to the best of their knowledge, free of any symptoms or restrictions associated with COVID-19 in accordance with the Health Questionnaire and recommendations of the Government Guidelines.
6. Supervisors must provide an update on their workers' health to COVID Safety Coordinator end of shift. If there are any significant changes in attendance or health concerns notify the Construction Manager in writing.

**C5.5.2.5 Safety Notice and Poster**

Safety Notices and Posters to be posted around the project site (at washing stations, at hand sanitizing stations, at washrooms, at entry & exit of sites, etc.) and distribute to subcontractors so they can post in their respective areas (lunchrooms, lockups, etc.).

**C5.5.2.6 Communication with Client, Consultants, Engineers/Designers, Subcontractors, Suppliers and Local Community**

It is important to communicate directly with our construction partners to inform them of current policies around protecting persons on our worksites from COVID-19 and the removal of any person who exhibits symptoms consistent with this virus.

**C5.5.2.7 Internal Updates**

The Managers and Supervisors to participate in a daily update with the Project Manager and then discuss what needs to be communicated to the project teams. The frequency and time of these calls may be subject to change as the situation evolves.

**C5.5.3. SITE PROTOCOL****C5.5.3.1 Site Meetings**

To limit person to person contact, update all site communication to email and electronic means (Skype or Zoom). If meetings are required to be in person (morning foreman meetings, etc.), hold them in an open area, preferably outside, and practice good Social Distancing practices by maintaining a 2.0m distance from each other.

**C5.5.3.2 COVID 19, Safety Coordinator**

Principal Contractor to appoint a dedicated person to coordinate cleaning and maintenance of all measurements and procedures implemented in order to manage this contingency plan. This appointed person shall report directly to site management and shall work in collaboration with the site Safety Officer and Safety Reps.

This COVID Safety Coordinator shall be responsible for the following:

- Review and assess Contractor COVID Prevention Procedures.
- Conduct regular inspections of the worksite to monitor adherence to COVID Prevention Procedures and record inspection findings
- Review and store Health Questionnaires in accordance with privacy considerations.
- Document attendance issues and nonconformances.
- Monitor cleaning to verify that approved products and procedures are being followed.
- Inspect wash stations and hand sanitization stations to verify that they are adequately stocked and posters explaining hand washing and hand sanitization are posted.
- Post and inspect other signage to verify that it is located in correct location and in good order.
- Verify that First Aid Attendants have the necessary safety equipment and are using it correctly.
- Investigating any reports of workers that are not complying with procedures or concerns for workers health.
- Refer any issues or concerns to the Appointed Construction Manager and inform the Safety Officer.
- Immediate report and investigate presumed and confirmed cases of COVID – 19 in accordance with Presumptive / Confirmed Case COVID-19 Response and with the assistance of Construction Manager and Safety Officer.
- Review and instruct project staff in this procedure and other COVID-19 documentation.
- Monitor this procedure and other documents for updates and assist Project Supervision in disseminating that information to Contractors and workers.

#### **C5.5.3.3 Site Visitors**

All site visitors (client, Construction Health and Safety agent, consultants, inspectors, etc.) should limit site visits unless necessary for Business Continuity reasons. If visits are required:

- a. Give site management advance notice that you are visiting the site.
- b. Practice good Social Distancing measures.
- c. Avoid entry into site offices and or other structures unless required.

#### **C5.5.3.4 Handwashing Stations**

Install handwashing stations complete with dispenser soap in strategic locations on the project site. Install a Safety Notice Poster at each location

#### **C5.5.3.5 Hand Sanitizing Stations**

Install hand sanitizer stations in strategic locations around the project site. Inspect daily to ensure they are full. Install a Safety Notice Poster at each location

#### **C5.5.3.6 Cleaning**

Identify and clean surfaces that workers come into regular contact with. Dedicated labourers are to sanitize door handles, toilet doors, meeting room tables, offices, etc. at the end of each shift. Stock and supply cleaning wipes and spray sanitizer on site.

**DEVELOPMENT OF POTGIETER PARK****C5.5.3.7 Social Distancing**

Promote hand shaking alternatives. Ensure individuals are always 2.0m apart from each other. This includes in lunchrooms, lock ups, while working on site, entry and exits of sites, etc. Employees are encouraged to work remotely if their role permits.

Some roles on site may allow for a rotation schedule to allow some to work remotely while maintaining presence at the project.

Cancel and/or postpone all site evacuation drills or similar drills. These are not in line with Social Distancing guidelines. Evacuation Plans to incorporate Social Distancing. This can include more assembly points, proper spacing of 2.0m at assembly points and instructions to workers about Social Distancing.

Signage will be posted on sites to promote proper social distancing protocols.

**C5.5.3.8 Subcontractor Coronavirus (COVID-19) Plans**

Communicate with subcontractors who will be performing work on site.

Subcontractors shall be subjected to the COVID H&S management plan of the Principal contractor.

**C5.5.3.9 Monitoring Worker Health**

The Contractor shall monitor worker health on site. If a worker is exhibiting symptoms, ask them to leave site in conjunction with their superior and arrange for them getting tested.

Principal Contractor shall keep a list of all workers on site and update it daily

Each worker on site is required to fill this out and return a Worker Health Questionnaire (Appendix 2). Going forward, all new workers and visitors are required to complete this questionnaire. It reinforces how important it is for them to be healthy if they want to come to the site and reinforces the public health authority's self- assessment monitoring tool. All records are the same as first aid records and are to be kept under lock for privacy reasons.

**C5.5.3.10 Eating Areas**

The Contractor shall ensure that there is a handwash station close to the project eating areas/lockup areas. Post social distancing signage to remind workers to keep their distance.

Post signage to remind workers to wash or disinfect their hands before and after eating.

Stagger coffee/lunch breaks to reduce the number of workers in the lunchroom at the same time. Organize chairs and stagger seating arrangement to maintain social distancing or take lunch and coffee outside

Remove garbage often.

Clean and disinfect tables, microwaves and other commonly handled items between workers/ lunch shifts. Encourage workers to wash their hands properly before and after all meals. Abide by Social Distancing guidelines in eating areas and stay 2.0m away from each other always.

Due to size constraints, this may require workers to take coffee breaks and/or lunch breaks in shifts.

Avoid

going to areas on congregation during breaks and lunch time. Consider separating PPE & clothing that is hung up in the eating area to avoid contamination. All work spare clothing to be transported home in a plastic bag and washed.

All lunch tables should be wiped down and disinfected daily per the Routine Cleaning Protocol. (see Appendix

3 – Surface Cleaning for Potential Virus)

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**DEVELOPMENT OF POTGIETER PARK****C5.5.3.11 Toolbox Talks sessions**

The Safety Representatives should ask workers if they have had any recent travel and if they are feeling sick during the Toolbox Talks sessions.

Limit the number of persons in Toolbox Talk sessions to maintain social distancing protocol (2.0m) this may result in the requirement to hold more Toolbox Talk sessions. Disinfect used pens, tables and chairs after each session. A Toolbox Talk session should include hygiene expectations, social distancing and general health of the worker (flu like symptoms).

**C5.5.3.12 Wearing Gloves**

Provide gloves to workers who do not have gloves and enforce that they wear them on the project. It is important to note that gloves can still carry and transfer the virus. Avoid touching others, you face and your eyes even with gloves on. If gloves are washable, they should be washed after each shift.

All workers must wear gloves in accordance with their SW. Wearing gloves, besides being a safety requirement reduces the likelihood of workers touching their eyes, nose or ears reducing the potential of transmission from contaminated surfaces.

Workers should replace their used gloves frequently with new gloves and launder used gloves, if practicable, with their work clothes to prevent them from becoming potential sources of transmission.

**C5.5.3.13 Garbage Bins**

Eating areas, storage facilities and site offices cleaned daily and site garbage should be collected and disposed of.

**C5.5.3.14 Antibacterial Soap & Disinfecting Spray**

Procurement of basic hygiene supplies continues to be a challenge and items being received needs to be diligently inspected and stored.

As we are all aware, hand sanitizer has become very scarce and hard to find. We should try use it as a last measure when hand washing is unavailable.

Please read the instructions carefully and be sure to use these products efficiently as supply is limited during these times.

**C5.5.3.15 N95 and N99 Masks**

All N95/99 masks should be preserved on site and not used for construction related activities. There is a general shortage of these masks in the market.

**C5.5.3.16 Site Office**

Limit the number of employees and workers in site offices. Maintain social distancing protocol (2.0m). If the role permits, rotate employees working remotely and working on site to ensure social distancing protocol is met. Host meetings outside if meeting it too small to support proper social

distancing protocol. Do not share keyboard, mice, pens, clipboards, documents, etc. Routinely disinfect door handles, chairs, and commonly touched items.

The following shall apply:

- Post “Restricted Access” signage on door with contact information (phone #).
- Keep the door locked to prevent access.
- Restrict the number of people who are allowed to enter these offices to social distancing allowances.
- Disinfect anything touched by a visitor prior to use.
- Do not share keyboard or mouse, pens, clipboards or documents.
- Disinfect commonly touched items like door handles, chairs, tables, stair handrails, etc.

#### **C5.5.3.17 Hygiene Practices**

Clean hands with soap and water for 20 seconds. Do this before and after meals, at the end of the workday and when home. Avoid hand shaking. Do not share food, drinks, cigarettes and personal hand tools. Do not touch face, eyes, or mouth with unwashed hands. Follow good respiratory etiquette by covering your mouth and nose by creasing your elbow when coughing or sneezing.

Workers are required to wash or sanitize their hands:

- At the start of their shift and before they start work
- Before eating, drinking or smoking
- After using the toilet facilities
- After handling any tools or materials that may be contaminated
- At the end of the shift before they leave work

The Contractor will provide or make available hand washing and hand sanitization facilities to meet the needs of the volume of workers at the project.

#### **C5.5.3.18 Personal Protective Equipment for Project Safety Coordinators when with Patients**

The following PPE is required when with a patient that may have a presumptive case of Coronavirus (COVID- 19):

- N95 mask
- Face shield/mask with visor
- Safety glasses
- Gloves
- Disinfectant products

#### **C5.5.4. MEDICAL RESPONSE**

##### **C5.5.4.1 Employee Self Quarantine**

Notify supervisor and Safety Manager. Check the Assessment Tool and follow instructions and recommendations.

##### **C5.5.4.2 Persons Reporting to Project First Aid**

Report workplace injuries to the First Aid Attendant (FAA). As a precaution the FAA will wear



**DEVELOPMENT OF POTGIETER PARK**

N95/99 mask or

½ mask respirator, face shield and medical gloves when treating workers.

If a worker reports to first aid feeling ill or exhibiting COVID-19 symptoms, send the worker home and instruct them to visit the nearest screening facility of the National Dept of Health. Ensure communication on outcome of tests.

**C5.5.4.3 Persons Observed on Site with Flu-Like Symptoms**

If a worker is observed exhibiting COVID-19 symptoms or they feel ill, direct them to go home and to visit the nearest screening facility of the National Dept of Health. Clean and disinfect any areas where the worker was working per the Surface Cleaning for Potential Virus Contamination Safe Work Procedures (see Appendix 4). Ensure communication on outcome of tests

**C5.5.4.4 Persons Confirmed to Having COVID-19**

Prevent the spread of COVID-19 by assessing who else may have been in contact with the individual and notifying those people in accordance with Health Authority Protocols for identification and quarantine.

**C5.5.4.5 Presumptive and Confirmed COVID-19 Case Responses**

Contractor to inform Client of all cases on a daily basis.

**C5.5.5. EXTERNAL COMMUNICATION****C5.5.5.1 Client**

Confirm with client how and how often they would like project specific communication relating to the coronavirus (COVID-19). Confirm who should be on this communication.

**C5.5.5.2 Media**

All communication related to the media needs to be directed to the Client on these communications.  
And Regulations

## APPENDIX 1: RISK ASSESSMENT

### Risk assessment COVID 19 on Construction Site

#### A. Risk Assessment for Coronavirus (COVID-19)

|                    |  |                             |  |
|--------------------|--|-----------------------------|--|
| <b>Site:</b>       |  | <b>Contractor Sec 16(2)</b> |  |
| <b>Project:</b>    |  | <b>Done by:</b>             |  |
| <b>Contractor:</b> |  | <b>Date:</b>                |  |
| <b>Client:</b>     |  |                             |  |

| SITUATIONS: |                                                           |
|-------------|-----------------------------------------------------------|
| 1.          | Someone entering the workplace already infected with CV19 |
| 2.          | Someone becomes ill within the workplace                  |
| 3.          | Contaminated workplace                                    |
| 4.          | Proximity, workplace gatherings                           |
| 5.          | General Ignorance                                         |
| 6.          | Self-isolation                                            |
| 7.          | Travel (Travelling across provincial borders)             |
| 8.          | Symptomatic or exposed employee(s)                        |
| 9.          | Presenteeism                                              |
| 10.         | First Aid Training / CPR Manikin                          |
| 11.         | Lack of accurate information / a failure to disseminate   |

| Risk Rating    |                                                                                                                                                    | SEVERITY / CONSEQUENCE |             |                |               |             |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------|----------------|---------------|-------------|
|                |                                                                                                                                                    | 1.<br>Negligible       | 2.<br>Minor | 3.<br>Moderate | 4.<br>Serious | 5.<br>Major |
| LIKELIHOOD     | 1.<br>Very Unlikely                                                                                                                                | 1                      | 2           | 3              | 4             | 5           |
|                | 2.<br>Unlikely                                                                                                                                     | 2                      | 4           | 6              | 8             | 10          |
|                | 3.<br>Possible                                                                                                                                     | 3                      | 6           | 9              | 12            | 15          |
|                | 4.<br>Likely                                                                                                                                       | 4                      | 8           | 12             | 16            | 20          |
| 1-6<br>LOW     | May be acceptable. Due care to be employed and situation reviewed to see if risk can be reduced further.                                           |                        |             |                |               |             |
| 7-14<br>Medium | Possible Precarious situation only allowed to proceed with proper supervision. All available measures employed to reduce Raw Risk.                 |                        |             |                |               |             |
| 15-25<br>High  | Situation Critical and cannot be allowed to proceed. Reassess situation continuously to determine best implementable measures for Risk mitigation. |                        |             |                |               |             |

## DEVELOPMENT OF POTGIETER PARK

## B. Risk Assessment

| Nr | HAZARD                                   |                                                                             |                          | INITIAL RISK    |               |             | CONTROLS                                                                                                                                                                                                                                                                                                                  | RESIDUAL RISK   |               |             |
|----|------------------------------------------|-----------------------------------------------------------------------------|--------------------------|-----------------|---------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|-------------|
|    | Hazard Description                       | Risk                                                                        | Health/Safety Influenced | Hazard Severity | Likeli - hood | Risk Rating | List Controls Required                                                                                                                                                                                                                                                                                                    | Hazard Severity | Likeli - hood | Risk Rating |
| 1. | Someone entering the workplace with CV19 | Passing the virus on to other employees, causing illness and possible death | Health Safety            |                 | 3             | 15          | <ul style="list-style-type: none"> <li>Symptomatic individuals will not be allowed entry.</li> <li>Hygiene requirements (handwashing etc.) and symptoms of CV19 included with Induction.</li> <li>CV19 Information posters placed in accessible locations in the workplace</li> </ul>                                     | 3               | 1             | 3           |
| 2. | Someone becomes ill within the workplace | Workers contracting CV19 by any means, causing illness and possible death   | Health Safety            |                 | 3             | 15          | <ul style="list-style-type: none"> <li>Worker removed to a designated area at least 2 metres away from other people.</li> <li>The individual will be sent home and advised to follow Governmental guidance.</li> <li>Workplace decontaminated following accepted standards.</li> <li>Relevant PPE to be issued</li> </ul> | 5               | 1             | 5           |

| Nr | HAZARD                                         |                                                                                                           |                          | INITIAL RISK    |            |             | CONTROLS                                                                                                                                                                                                                                                                                                                                                          | RESIDUAL RISK   |            |             |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------------|-----------------|------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|-------------|
|    | Hazard Description                             | Risk                                                                                                      | Health/Safety Influenced | Hazard Severity | Likelihood | Risk Rating | List Controls Required                                                                                                                                                                                                                                                                                                                                            | Hazard Severity | Likelihood | Risk Rating |
| 3. | Contaminated workplace                         | Workers catching CV19 due to contaminated surfaces, causing illness and possible death                    | Health Safety            | 5               | 2          | 10          | <ul style="list-style-type: none"> <li>Formal cleaning regime introduced (Employees cleaning equipment and facilities more often).</li> <li>Hand sanitisers to be placed in readily accessible locations.</li> <li>Extra hygiene requirements enforced.</li> <li>Multi-use handtowels not allowed for drying hands.</li> <li>Relevant PPE to be issued</li> </ul> | 5               | 1          | 5           |
| 4. | Physical Proximity during workplace gatherings | Workers catching CV19 due to working closely with infected colleagues, causing illness and possible death | Health Safety            | 5               | 3          | 15          | <ul style="list-style-type: none"> <li>Social Distancing policy implemented. All work areas and activities been evaluated for the possibility of implementing social distancing (no handshaking, deferring large meetings etc.)</li> <li>Relevant PPE to be issued</li> </ul>                                                                                     | 5               | 1          | 5           |

## DEVELOPMENT OF POTGIETER PARK

| Nr | HAZARD                    |                                                                                                               |                          | INITIAL RISK    |               |             | CONTROLS                                                                                                                                                                                                                                      | RESIDUAL RISK   |               |             |
|----|---------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|---------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|-------------|
|    | Hazard Description        | Risk                                                                                                          | Health/Safety Influenced | Hazard Severity | Likeli - hood | Risk Rating | List Controls Required                                                                                                                                                                                                                        | Hazard Severity | Likeli - hood | Risk Rating |
| 5. | General Ignorance         | Workers unaware of risks from CV19 and become infected, causing illness and possible death                    | Health Safety            | 5               | 3             | 15          | <ul style="list-style-type: none"> <li>A formal training program implemented to cover risks, symptoms and control measures. Attendance to all sessions mandatory with attendance registers kept on file as proof.</li> </ul>                  | 5               | 1             | 5           |
| 6. | Self-isolation of workers | Workers unaware of the need to (or how to) self-isolate, causing further spread of disease and possible death | Health Safety            | 5               | 3             | 15          | <ul style="list-style-type: none"> <li>A formal training program implemented educate workers on control measures, including self- isolation. Attendance to all sessions mandatory with attendance registers kept on file as proof.</li> </ul> | 4               | 1             | 4           |

|    |                                               |                                                               |               |   |   |    |                                                                                                                                                                                                      |   |   |   |
|----|-----------------------------------------------|---------------------------------------------------------------|---------------|---|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 7. | Travel (Travelling across provincial borders) | Travelling across provincial borders and afterwards returning | Health Safety | 5 | 2 | 10 | <ul style="list-style-type: none"> <li>Adhere to general travel ban by SA Government.</li> <li>Implement alternatives to travel - postpone trips or hold meetings via video conferencing.</li> </ul> | 5 | 1 | 5 |
|----|-----------------------------------------------|---------------------------------------------------------------|---------------|---|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|

| Nr | HAZARD                             |                                                                                                                                           |                          | INITIAL RISK    |               |             | CONTROLS                                                                                                                                                                                                                                                                                                                                                                                                          | RESIDUAL RISK   |               |             |
|----|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|---------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|-------------|
|    | Hazard Description                 | Risk                                                                                                                                      | Health/Safety Influenced | Hazard Severity | Likeli - hood | Risk Rating | List Controls Required                                                                                                                                                                                                                                                                                                                                                                                            | Hazard Severity | Likeli - hood | Risk Rating |
| 8. | Symptomatic or exposed employee(s) | Workers are symptomatic of CV19 or has been in close contact with someone with CV19, causing further spread of disease and possible death | Health Safety            | 5               | 3             | 15          | <ul style="list-style-type: none"> <li>If worker is unfit for work, they will be booked off sick as per normal policy.</li> <li>Symptomatic employees will be sent home.</li> <li>Colleagues who came in contact with symptomatic workers will be informed of symptoms and advised to contact a doctor for guidance.</li> <li>Working from home will be considered.</li> <li>Relevant PPE to be issued</li> </ul> | 5               | 1             | 5           |

## DEVELOPMENT OF POTGIETER PARK

|    |              |                                                                                                                                        |               |   |   |    |                                                                                                                                                                                                                                                                                            |   |   |   |
|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 9. | Presenteeism | A worker catches CV19 because a colleague continues working despite being unwell, causing further spread of disease and possible death | Health Safety | 5 | 3 | 15 | <ul style="list-style-type: none"> <li>Workers coming in contact with symptomatic ones will be informed of symptoms and advised to contact a doctor for guidance.</li> <li>Workplace will be decontaminated following Governmental guidance:</li> <li>Relevant PPE to be issued</li> </ul> | 5 | 1 | 5 |
|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|

| Nr  | HAZARD                           |                                                                                                                                                               |                          | INITIAL RISK    |               |             | CONTROLS                                                                                                                                                                                                                       | RESIDUAL RISK   |               |             |
|-----|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|---------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|-------------|
|     | Hazard Description               | Risk                                                                                                                                                          | Health/Safety Influenced | Hazard Severity | Likeli - hood | Risk Rating | List Controls Required                                                                                                                                                                                                         | Hazard Severity | Likeli - hood | Risk Rating |
| 10. | First Aid Training / CPR Manikin | Workers exposed to CV19 due to providing First Aid in the workplace or during CPR Training on Mannequin, causing further spread of disease and possible death | Health Safety            | 5               | 2             | 10          | <ul style="list-style-type: none"> <li>Proper training of First Aid staff</li> <li>Use of correct equipment while giving First Aid</li> <li>Maintaining proper mannequin hygiene</li> <li>Relevant PPE to be issued</li> </ul> | 5               | 1             | 5           |

|     |                                                                     |                                                                                                                                                      |               |   |   |    |                                                                                                                                                                                                                                                                                                                                                            |   |   |   |
|-----|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 11. | Lack of accurate information / a failure to disseminate information | Employees unaware of risks from CV19 get infected due to lack of awareness of control measures, causing further spread of disease and possible death | Health Safety | 5 | 3 | 15 | <ul style="list-style-type: none"> <li>A designated person will be appointed to monitor CV19 by signing up for immediate news updates and monitoring relevant Websites and News outlets.</li> <li>A risk communication plan will be implemented, ensuring timely updating/ sharing of information with all internal &amp; external stakeholders</li> </ul> | 5 | 1 | 5 |
|-----|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|

### C. Acknowledgement and Approval

| Date | Designation                | Name | Signature |
|------|----------------------------|------|-----------|
|      | CEO                        |      |           |
|      | Supervisor                 |      |           |
|      | Risk Assessor              |      |           |
|      | Client (Or representative) |      |           |



**DEVELOPMENT OF POTGIETER PARK**

Part C5: Annexures

## APPENDIX 2: HEALTH QUESTIONNAIRE

### Health Questionnaire - COVID 19

|                    |                   |
|--------------------|-------------------|
| Revision:          | #1: 14 April 2020 |
| Date:              |                   |
| Name               |                   |
| ID:                |                   |
| Your Cell phone No |                   |
| Site:              |                   |
| Employer           |                   |

The purpose of this questionnaire is to ensure appropriate COVID-19 screening of all individuals requesting access to ..... construction projects. These questions will help confirm that you are healthy and fit for work.

Because your health has the potential to affect the health of other people on this site, as well as their families and others, it is essential you answer these questions honestly.

In the event that someone on the site has been in close contact with someone probable or confirmed with COVID-19, your contact information is necessary so we can inform you that your health and safety may be at risk.

This questionnaire is based on the Dept of National Health COVID-19 Self-Assessment Tool.

#### 1. Are you experiencing any of the following?

- ☐ Severe difficulty breathing (i.e., struggling to breathe or speaking in single words)
- ☐ Severe chest pain
- ☐ Having a very hard time waking up
- ☐ Feeling confused
- ☐ Losing consciousness

☐ No ☐ Yes

#### 2. Are you experiencing any of the following:

- ☐ Shortness of breath at rest
- ☐ Inability to lie down because of difficulty breathing
- ☐ Chronic health conditions that you are having difficulty managing because of difficulty breathing

☐ No ☐ Yes

#### 3. Are you experiencing a fever:

☐ No ☐ Yes

#### 4. Are you experiencing any abnormal or unusual conditions (not associated with allergies, smokers cough, other known respiratory complaints, etc.):

- ☐ Coughing

## DEVELOPMENT OF POTGIETER PARK

- ☐ Sneezing  
☐ Sore throat  
☐ No ☐ Yes

**5. Have you travelled to any other districts or provinces outside this municipal district within the last 14 days?**

☐ No ☐ Yes

**6. Did you provide care or have close contact with a person with COVID-19 (probable or confirmed) while they were ill (cough, fever, sneezing, or sore throat)?**

☐ No ☐ Yes

**7. Did you have close contact with a person who to any other districts or provinces outside this municipal district within the last 14 days who has become ill (cough, fever, sneezing, or sore throat)?**

☐ No ☐ Yes

If you have checked **Yes** to any of these questions, you are not permitted on this site and you should consider seeking medical attention.

If you have checked **No** but you notice a change in your health within the next 14 days, we ask you to contact your supervisor or us directly. We have a collective responsibility for the safety and health of each other.

**If you are in a high-risk group for COVID-19 (i.e., over age 65, pre-existing respiratory condition) please determine with your supervisor if working on this on this site is appropriate for you given current COVID transmission risks.**

We share a responsibility for keeping each other safe. Thank you for completing this questionnaire. If you have any questions, please speak with your supervisor.

Signature: \_\_\_\_\_

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

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

**Privacy:** As an employer,..... may have to collect, use, and disclose employee personal information in order to prevent or manage the risk of COVID-19's rapid spread. In doing this, we need to balance the individual's right to privacy with our obligation to maintain a safe workplace.

The information collected in this questionnaire will be treated confidentially and only disclosed to others when required to meet our obligation to maintain a safe workplace

## APPENDIX 3: SAFE WORK PROCEDURES CLEANING/PROTOCOL FOR CLEANING

### **COVID 19 Safe Work Procedures for Cleaning and Disinfecting in the workplace / Protocols for Cleaning**

**Document Priority: ALL employees – Ensure all acknowledge with signed attendance register.**

**Frequency: Weekly**

#### **Purpose**

To set a standard to clean and disinfect all areas in order to prevent the spreading and contamination with the

COVID virus.

### **The difference between disinfecting and cleaning**

When it comes to preventing the spread of germs, it helps to understand the difference between cleaning and disinfecting. Cleaning is the act of removing germs, dirt, and impurities (like when you use a soapy sponge to wipe off a visibly dirty counter or stovetop). Disinfecting is when you use chemicals to kill germs (like spraying with a bleach solution). By cleaning first, then disinfecting, you can lower the risk of infection.

### **Follow these cleaning guidelines**

Guidelines to follow when cleaning and disinfecting the work areas on a construction site.

1. Wear disposable gear while you clean. Personal protective items like gloves, gowns, and face masks or cloth facial coverings can provide additional protection. Make sure to throw gloves out after each cleaning and then immediately wash your hands.
2. Ventilate rooms before you clean. Allow fresh air to circulate for at least 20 minutes. If possible, leave all windows open during the entire cleaning process.
3. Wash your hands thoroughly before and after each cleaning. Use soap and water, and wash for at least 20 seconds. If that's not possible, use a hand sanitizer with at least 70% alcohol. Learn more about proper hand washing
4. Clean, then disinfect. Use detergent or soap and water to remove dirt, grease, dust, and germs. Once the surface is clean, spray with a disinfectant. Let it stand for a few minutes, then wipe—and if you're not using paper towels or disposable wipes, it's best to use a new cleaning cloth for each guest.
5. Avoid touching your face while cleaning. To prevent the spread of germs, the CDC recommends not touching your face, nose, and eyes with unwashed hands—so pay extra attention when cleaning.
6. Use the right disinfectant. Most common household disinfectants as well as cleaning solutions with diluted household bleach or at least 70% alcohol, are believed to be effective against the coronavirus. Pay special attention to frequently touched surfaces, like light switches, doorknobs, remote controls, and faucet handles. (See our full list of surfaces to disinfect at the bottom of the page.)
7. Don't forget about sofas, rugs, drapes, and other soft, porous surfaces. Carefully remove any visible dirt or grime, then clean with the appropriate cleaners indicated for use on these surfaces. If possible, machine-wash items according to the manufacturer's instructions.

**DEVELOPMENT OF POTGIETER PARK**

8. Wash all linens at the highest heat setting recommended by the manufacturer. That includes hand and bath towels, kitchen towels, and blankets. Remember to wear gloves when handling dirty laundry, and take care to avoid shaking laundry, which could increase the spread of germs.
9. Clean and disinfect laundry baskets and hampers. If possible, consider using a liner that is either disposable or that you can throw into the washing machine.
10. . Empty the vacuum cleaner after every cleaning. You should wipe down the vacuum cleaner with disinfectant, along with appliances like your dishwasher and washing machine.
11. . While restocking your supplies, take a moment to check expiration dates. And remember to never mix household bleach with ammonia or any other cleaning solution that can release toxic gases that are dangerous to inhale.
12. . Line trash cans. Placing bags into trash bins will make it easier to dispose of tissues and other waste.
13. . After use wipe off all utensils and equipment used with disinfectant including, brooms buckets and brushes
14. . Dispose of or wash your cleaning supplies. If you're using paper towels, disinfectant wipes, and other disposable cleaning supplies, take the trash out after you're done. If you're using cleaning cloths and other reusable products, make sure to machine-wash them at the highest heat setting appropriate for the material.
15. . Safely remove any cleaning gear. When you're done cleaning, immediately remove any protective outerwear like gowns, gloves, or masks, and dispose of them or wash accordingly. Remember to wash your hands for at least 20 seconds afterwards.
16. . Wipe off all tools with disinfectant before and after use and before storage.
17. . Wipe off all surfaces on plant and vehicles with disinfectant before and after operations
18. . Tools, vehicle and plant users are responsible for the cleaning of the tools, plant and vehicles they use.
19. . Employees working or entering offices, kitchens, bathrooms, toilets and eating areas to clean their hands before entering and open windows and maintain good ventilation.

Make sure you are well-stocked with the essential amenities and consider adding a few extras. Things like:

- Antibacterial hand sanitizer
- Disposable gloves and wipes
- Hand soap
- Paper towels
- Tissues
- Toilet Paper

Checklist of items to clean and disinfect Office and General:

- Doorknobs
- Air vents Surfaces
- Light switches Remote controls
- Keyboards
- Telephones Desks/Tables Chairs
- Cabinet handles and pulls Windowsills and window handles
- Stationery and utensils (stapler, punch etc.) Keys
- Railings
- Garbage and recycling bins

#### Kitchen and Eating area:

- Sinks
- Cabinet handles and pulls
- Appliances: oven, toaster, pressure cooker, coffee maker, etc.
- Condiments: oil, salt and pepper shakers, commonly used spices and containers, etc.
- Kitchenware that isn't dishwasher safe: ceramic bowls, kids' plasticware, etc.
- Hard-backed chairs

#### Bathroom:

- Sinks Toilets
- Door handles Faucet handles Showers and tubs
- Shower curtains and doors
- Shampoo, conditioner, body wash, and soap dispensers

#### Work Area:

- All tools including hand tools
- Control devices – Levers and switches
- All surfaces that are exposed to human contact

#### Vehicles and Plant:

- Door handles
- Keys
- Seats and armrests Steering wheel
- Control levers and switches
- Windows – side windows and mirrors

### **Additional Information**

#### **Important**

Never mix household bleach with ammonia or any other cleanser.

Do not use bleach on electronics such as computer displays or keyboards. It

All disposable materials must be placed into a leak proof garbage bag and sealed for Disposal

Prepare a bleach solution (alternative disinfecting solution) by mixing:

- 5 tablespoons (75ml -1/3 cup) bleach per 4L of water. This is equal to 1 parts bleach to 49 parts water or 200 mL in a 10 L bucket.
- The solution will be required to be made daily and is not to be re-used except on the shift that it was prepared for.
- Place the bleach solution into a spray bottle or use the solution from a bucket.
- If applying the solution using a spray bottle, apply the solution to all surfaces and allow to remain wet for 10 minutes.
- If using the solution in a bucket, using sponges, rags or mops, apply the solution to all surfaces and allow to remain wet for 10 minutes.
- After 10 minutes, dry surfaces using sponges, rags, mops or disposable paper towels.
- Change the sponge, rag or mop being used often

DEVELOPMENT OF POTGIETER PARK

## **APPENDIX 4: CHECKLISTS FOR CLEANING**

### **Cleaning Checklist for Offices, Kitchen and Eating Areas.**

#### **Ventilate rooms before you clean.**

Allow fresh air to circulate for at least 20 minutes. If possible, leave all windows open during the entire cleaning process.

#### **Wash your hands thoroughly before and after each cleaning.**

Use soap and water, and scrub for at least 20 seconds. If that's not possible, use a hand sanitizer with at least 60% alcohol.

#### **Wear disposable gloves while you clean.**

Gloves should be thrown out after each cleaning. And make sure to wash your hands immediately after gloves are removed.

#### **Stock up on paper towels, disinfectant wipes, and other disposable cleaning supplies.**

If you prefer to clean with reusable products, machine-wash them at the highest heat setting appropriate for the material.

#### **Clean, then disinfect.**

Cleaning is when you use soap or detergent and water to remove dirt, germs and impurities. Disinfecting refers to the use of chemicals like bleach or alcohol to kill germs. Doing both is the best way to reduce the spread of infection

#### **Use the right disinfectant.**

Diluted household bleach solutions, cleaning products with at least 70% alcohol, and most common disinfectants registered by the Environmental Protection Agency are believed to be effective against the coronavirus

#### **Focus on frequently touched surfaces.**

|

Light switches, doorknobs, remote controls, and faucet handles are just a few of the areas you'll need to disinfect. (Check list of Items to clean and frequently touched surfaces attached.)

**Don't forget about sofas, rugs, drapes, and other soft, porous surfaces.**

Carefully remove any visible dirt or grime, then use the appropriate cleaner for the material. If possible, machine-wash items according to the manufacturer's instructions.



**DEVELOPMENT OF POTGIETER PARK****Wash all linens at the highest heat setting recommended by the manufacturer.**

That includes bed sheets, mattress covers, hand and bath towels, kitchen towels, and blankets. Wear gloves when handling dirty laundry.

**Clean and disinfect laundry baskets and hampers.**

Consider using a liner that's either disposable or machine washable.

**Empty the vacuum cleaner after every cleaning.**

Disinfect the vacuum cleaner, along with other cleaning appliances like the dishwasher and washing machine.

**Clean utensils, broom, brush and buckets after use**

Disinfect the broom, along with other cleaning utensils

**Checklist of items to clean and disinfect Office and General:**

- Doorknobs Air vents Surfaces
- Light switches Remote controls Keyboards Telephones Desks/Tables Chairs
- Cabinet handles and pulls Windowsills and window handles
- Stationery and utensils (stapler, punch etc.) Keys
- Railings
- Garbage and recycling bins

**Kitchen and Eating area:**

- Sinks
- Cabinet handles and pulls
- Appliances: oven, toaster, pressure cooker, coffee maker, etc.
- Condiments: oil, salt and pepper shakers, commonly used spices and containers, etc.
- Kitchenware that isn't dishwasher safe: ceramic bowls, kids' plasticware, etc.
- Hard-backed chairs
- 

**Bathroom:**

- Sinks Toilets
- Door handles
- Faucet handles Showers and tubs
- Shower curtains and doors
- Shampoo, conditioner, body wash, and soap dispensers

**Work Area:**

- All tools including hand tools
- Control devices – Levers and switches
- All surfaces that are exposed to human contact

## DEVELOPMENT OF POTGIETER PARK

## APPENDIX 5: PRE-START-UP CHECKLIST

## PRE-START-UP CHECKLIST: Revision 2.200511

|                      |  |
|----------------------|--|
| PROJECT NR:          |  |
| PROJECT DESCRIPTION: |  |
| CONTRACTOR:          |  |
| COMPLETED BY:        |  |
| DATE:                |  |

## Findings:

|  |
|--|
|  |
|  |
|  |
|  |
|  |

| No. | Subject                                                                                                                                                        | Y/N | Comment |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|
| 1.  | Have a Risk assessment been done related to COVID 19 for the project                                                                                           |     |         |
| 2.  | Have all "high contact" areas and activities been identified                                                                                                   |     |         |
| 3.  | Is a plan developed in line with guidelines to manage the implementation of measures to prevent the spread and infection of the COVID 19 virus on this project |     |         |
| 4.  | Have all offices, workshops, and facilities been sanitized and cleaned                                                                                         |     |         |
| 5.  | Is there a cleaning routine with records in place                                                                                                              |     |         |
| 6.  | Is access restricted and notices installed to this affect                                                                                                      |     |         |
| 7.  | Are wash stations provided at the entrance to the site yard                                                                                                    |     |         |
| 8.  | Are there a sufficient supply of PPE available specific to requirements related to COVID 19                                                                    |     |         |
| 9.  | Are there adequate supplies of cleaning materials, disinfectant, Sanitizing decanters and consumables available.                                               |     |         |

|     |                                                                                                       |  |  |
|-----|-------------------------------------------------------------------------------------------------------|--|--|
| 10. | Have all employees been issued with 2 washable face masks                                             |  |  |
| 11. | Have notices been installed to raise awareness regarding COVID-19                                     |  |  |
| 12. | Are all employees and visitors screened for symptoms of COVID-19                                      |  |  |
| 13. | Are records kept of all screening done on site                                                        |  |  |
| 14. | Are measures in place to accommodate social distancing on site                                        |  |  |
| 15. | Have a COVID Coordinator been appointed                                                               |  |  |
| 16. | Did the COVID Coordinator receive training regarding his responsibilities                             |  |  |
| 17. | Have a team been appointed to ensure regular cleaning and disinfecting of "high contact areas"        |  |  |
| 18. | Are Site Rules regarding COVID-19 communicated                                                        |  |  |
| 19. | Are adequate arrangements in line with regulations for transport of workers in place                  |  |  |
| 20. | Is the Company Policy regarding management of COVID-19 on display and endorsed by the CEO             |  |  |
| 21. | Are Site Rules regarding COVID-19 on display                                                          |  |  |
| 22. | Are there sanitizing dispensers available at toilets                                                  |  |  |
| 23. | Are there sanitizing dispensers available at entrance to eating areas                                 |  |  |
| 24. | Are there sanitizing dispensers available at entrance to offices and storage areas                    |  |  |
| 25. | Are there enough lined waste bins on site and emptied at regular intervals                            |  |  |
| 26. | Are there valid Medical Fitness Certificates for all employees on site                                |  |  |
| 27. | Are high risk and vulnerable people been identified and provided for as per guidelines issued by NDoH |  |  |

**DEVELOPMENT OF POTGIETER PARK**

|     |                                                                                                                                 |  |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------|--|--|
| 28. | Are the correct protocols available in case of a suspected COVID infected person on site                                        |  |  |
| 29. | Are there an isolation room/area available in case someone is identified as a possible COVID case                               |  |  |
| 30. | Is there a written plan for the phased return to work for all employees                                                         |  |  |
| 31. | Have emergency plans been reviewed to make provision for COVID related emergency procedures and issues                          |  |  |
| 32. | Is there a schedule to stagger starting times for workers and activities                                                        |  |  |
| 33. | Is 2 non-touch thermal thermometers and extra batteries available on site                                                       |  |  |
| 34. | Is single use alcohol testing units available – no breathalysers                                                                |  |  |
| 35. | Have any special conditions or issues been identified that can impact on the Risks and management of the risks related to COVID |  |  |

**No work on site can commence before all the questions have been answered positively. The questions are in line with requirements as issued under Lockdown Regulations.**

**Failure to comply is an offence and can lead to arrest and or a fine.**

**COVID-19 HOTLINE: 0800 02 99**

**Acknowledgement and Approval**

| Date | Designation | Name | Signature |
|------|-------------|------|-----------|
|      |             |      |           |

## DEVELOPMENT OF POTGIETER PARK

396



BID NO: 92 of 2023

PROJECT NAME: DEVELOPMENT OF POTGIETER PARK

CIDB GRADING: 6CE OR HIGHER

## C4 SITE INFORMATION

All equipment and materials shall be designed and manufactured to operate under the following conditions:

|                                      |   |           |                          |
|--------------------------------------|---|-----------|--------------------------|
| Altitude above sea level             | - | 1452M     | <u>Summer Conditions</u> |
| Average Temperature                  | - | 20°C      |                          |
| Maximum Temperature                  | - | 32.6°C    |                          |
| Minimum Temperature                  | - | 14.7°C    |                          |
| Relative Humidity                    | - | 48% - 80% | Wind -                   |
| Predominantly North Westerly average | - | 4.1 m/s   |                          |

Winter Conditions

|                     |   |           |
|---------------------|---|-----------|
| Average Temperature | - | 10.4°C    |
| Maximum Temperature | - | 16.7°C    |
| Minimum Temperature | - | -1.1°C    |
| Relative Humidity   | - | 28% - 70% |

All Waste Water Treatment Works will have large open liquid areas which are aerated and or agitated and the environment is damp. The high prevailing winds can also carry spray and foam from the plant.

**DEVELOPMENT OF POTGIETER PARK**

This environment is very corrosive to ferrous metals and, where the use of such metals cannot be avoided, the metals must be adequately protected, such protection systems being designed for a life of at least 15 years.

Various gases are also present throughout the treatment works and these may contain hydrogen sulphide which, in addition to being corrosive to ferrous metals, is also corrosive to most non-ferrous metals. The effect on copper alloys can be particularly severe, often with disastrous effects on the reliability and life of switch gear, control systems, slip- rings, etc. Such equipment must therefore be adequately sealed and protected.

**DEVELOPMENT OF POTGIETER PARK**

| Project                       | Co-ordinates |              |
|-------------------------------|--------------|--------------|
| DEVELOPMENT OF POTGIETER PARK | 23 02 50.90S | 29 54 13.69E |

## **PART C4: SITE INFORMATION**

|      |                       |     |
|------|-----------------------|-----|
| C4.1 | SITE INFORMATION..... | 240 |
| C4.2 | LOCALITY PLAN .....   | 242 |



**DEVELOPMENT OF POTGIETER PARK****C4.1 SITE INFORMATION****C4.1.1 General**

The project site is in Makhado Local Municipal area and lies 5km south western of the town Louis Trichardt in the Limpopo Province. The upgrading of the road from gravel to tar will take place within the south eastern portion of the Tshikota Settlement. This settlement is located on the western boundary of the town of Louis Trichardt, in the Limpopo Province.

**C4.1.2 Climate and Weather**

The site share a similar climatic regime to Louis Trichardt, it will share a similar climatic regime. Louis Trichardt receives about 495mm of rain per year, with most rainfall occurring during midsummer. It receives the lowest rainfall (3mm) in August and the highest (106mm) in January. The average midday temperatures for Louis Trichardt range from 20.2°C in June to 27.1°C in January. The region is the coldest during July when the mercury drops to 5.5°C on average during the night.

**C4.1.3 Topography**

The regional setting is seen to display a slightly undulating landscape with the occurrence of broad and widely spaced geomorphological features. Undulations across the area are typically induced by the occurrence of minor geomorphological features.

A number of smaller valley landforms are seen to incise the high lying terrain and converge upon the previously mentioned prominent valley. Moreover, the presence of these minor valleys has resulted in the exposure of elongated high-lying terrain units, referred to as “spur” landforms (depicted by the green colours). The site in question is situated across one of the spur landforms, with the occurrence of minor valleys along its eastern and western boundary. The site is comprised of an overall very gentle sloping landscape, with average measured slopes of less than 2 degrees (Google Earth Pro TM and Planet GIS SA-contours\_5m). Furthermore, the site is situated at an elevation of between approximately 925 and 945 m above mean sea level.

Each of the individual roads proposed to be constructed across the site will display its own unique topographical character; with the orientation of the road relative to the natural slopes being the determining factor in the roads overall slope direction.

**C4.1.4 Material site investigation**

The laboratory results of the of the test pit conducted are as follows:

- The centreline laboratory test results for the all-test pits indicate that the in situ material is not suitable for subgrade and bases, display the G9 material class as per the COLTO, 1998, with plastic limit (PI) of a minimum of 11 and a maximum of 23.

DEVELOPMENT OF POTGIETER PARK

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**C4.1.5 Pavement and layerworks design**

- Roadbed (G7, 150mm thick, compacted to 93% Mod AASHTO)
- Subbase (150mm G5 Granular Compacted to 97% Mod AASHTO)
- Base (G2, 150mm thick, compacted to 104% Mod AASHTO)
- 60mm interlocking paving blocks

**C4.1.6 Services**

**Water Pipelines and Sewerlines:**

**The as-built drawings for existing water pipelines are not available.** Where pipes are crossing the streets, pipe sleeves will be constructed for future maintenance.

**Electricity Lines:**

The underground cables will be marked and care will be taken when excavating.

**Fences:**

N/A

**Telkom lines**

N/A

DEVELOPMENT OF POTGIETER PARK

**C4.2 LOCALITY PLAN**

Locality Map is attached under separate book of drawings."

## **PART C5: ANNEXURES**

|      |                          |     |
|------|--------------------------|-----|
| C5.1 | PROFORMA DOCUMENTS ..... | 244 |
| C5.2 | CONTRACT DRAWINGS .....  | 255 |

DEVELOPMENT OF POTGIETER PARK

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**C5.1 PROFORMA DOCUMENTS**

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

|        |                                                             |     |
|--------|-------------------------------------------------------------|-----|
| C5.1.1 | RETENTION MONEY GUARANTEE PROFORMA.....                     | 245 |
| C5.1.2 | EXAMPLE OF SMME DECLARATION AFFIDAVIT .....                 | 247 |
| C5.1.3 | FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT .....            | 249 |
| C5.1.4 | FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ... | 250 |
| C5.1.5 | FORM RDP 11(E) : GENERIC TRAINING REPORT .....              | 250 |
| C5.1.6 | FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT .....      | 252 |
| C5.1.7 | FORM RDP 13(E) : ENGINEERING TRAINING REPORT .....          | 253 |
| C5.1.8 | FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....      | 254 |

## DEVELOPMENT OF POTGIETER PARK

**C5.1.1 RETENTION MONEY GUARANTEE PROFORMA****EXAMPLE**

**MAKHADO LOCAL MUNICIPALITY**  
**Private Bag x 2596**  
**Louis Trichardt**  
**0920**

FOR INFORMATION ONLY:

This Guarantee is not to be completed and signed by the Guarantor.

A separate form will be issued to the successful Tenderer

**Notes to Tenderer**

1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

**Tender No.: 92 of 2023**

**DEVELOPMENT OF POTGIETER PARK**

The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

.....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to ..... (R.....) and is restricted to payment of monies only.

## DEVELOPMENT OF POTGIETER PARK

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at .....for and on behalf of .....

on this the . .... day of .....in the year .....

GUARANTOR: .....

AS WITNESS:

|                    |                    |
|--------------------|--------------------|
| 1. ....            | 2. ....            |
| NAME(Print): ..... | NAME(Print): ..... |
| ADDRESS .....      | ADDRESS .....      |
| .....              | .....              |
| .....              | .....              |

## DEVELOPMENT OF POTGIETER PARK

**C5.1.2 EXAMPLE OF SMME DECLARATION AFFIDAVIT**

1. Name of SMME firm : .....
- Postal address : .....
- Physical address of Head Office: .....
- Telephone no. : ..... Fax no .....  
 Cell 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.....

**[ATTACH LATEST CIPRO PRINTOUT TO PROVE ABOVE INFORMATION]**

3. Principal Business Activities : .....
4. Service/work to be performed on this contract: .....
5. CIDB registration no (if applicable): .....

**[ATTACH LATEST CIDB INFORMATION AS PROOF]**

3. SMME status (mark the appropriate category)
- 5.1. Total full time equivalent of paid employees: .....
- 5.2. Total Annual turnover: .....
- 5.3. Total gross asset value (fixed property excluded): .....

**[ATTACH CONFIRMATION LETTER OF AUDITER OR INCOME STATEMENT TO SUBSTANTIATE AND PROVE ABOVE INFORMATION]****8. Declaration**



## DEVELOPMENT OF POTGIETER PARK

I, ....., being  
duly authorised to sign on behalf of the firm, affirm that the SMME status as stated above  
and the information as 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 a Company a certificate of authority for signatory must be provided.**

### EXAMPLE

**CONTRACT NO.....**

| REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2016 |                        |                   |            |        |       |              |        |       |              |        |
|------------------------------------------------------------------------|------------------------|-------------------|------------|--------|-------|--------------|--------|-------|--------------|--------|
| 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)        |            |        |       |              |        |       |              |        |
| <b>TOTALS</b>                                                          |                        |                   |            |        |       |              |        |       |              |        |
| <b>GRAND TOTALS</b>                                                    |                        |                   |            |        |       |              |        |       |              |        |

## DEVELOPMENT OF POTGIETER PARK

## EXAMPLE

## C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

| REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF 2016 |      |     |         |       |
|-------------------------------------------------------------------------------------------|------|-----|---------|-------|
| POSITION HELD                                                                             | NAME | PDI | NON-PDI | TOTAL |
|                                                                                           |      |     |         |       |
| Site Agent                                                                                |      |     |         |       |
| Senior Materials Technician                                                               |      |     |         |       |
| Senior Surveyor                                                                           |      |     |         |       |
| Earthworks Surveyor                                                                       |      |     |         |       |
| Compaction Supervisor                                                                     |      |     |         |       |
| Surfacing Supervisor                                                                      |      |     |         |       |
| Structures Supervisor                                                                     |      |     |         |       |
| Others: - List                                                                            |      |     |         |       |
|                                                                                           |      |     |         |       |
|                                                                                           |      |     |         |       |
|                                                                                           |      |     |         |       |
| TOTALS                                                                                    |      |     |         |       |

## EXAMPLE

## C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

## DEVELOPMENT OF POTGIETER PARK

CONTRACT NO.....

| REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2016 |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|------------------------------------------------------------------------|--------|---------------------|------------|----------------------------------------------------|--------------------|--------|----------------------|--------|---------------------------------------------|--------|
| 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 | MALE                                        | FEMALE |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    |                    |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    | TOTAL              |        |                      |        |                                             |        |
|                                                                        |        |                     |            |                                                    | TOTAL ALL TRAINEES |        |                      |        |                                             |        |

### EXAMPLE

**CONTRACT NO.....**

| REPORT ON ENTREPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF |        |                     |               |                                                           |                  |        |                         |        | 2016                                              |        |
|---------------------------------------------------------------------------|--------|---------------------|---------------|-----------------------------------------------------------|------------------|--------|-------------------------|--------|---------------------------------------------------|--------|
| DATES OF<br>TRAINING<br>COURSES                                           |        | EMPLOYER OF TRAINEE |               | NAME OF TRAINING<br>INSTITUTE OR IF IN-<br>HOUSE WRITE IH | ATTENDANCES      |        |                         |        | TOTAL COST OF<br>TRAINING PER<br>TYPE OF TRAINING |        |
|                                                                           |        |                     |               |                                                           | NUMBER ATTENDING |        | CERTIFICATES<br>AWARDED |        |                                                   |        |
| START                                                                     | FINISH | NAME                | VENDOR<br>NO. |                                                           | MALE             | FEMALE | MALE                    | FEMALE | MALE                                              | FEMALE |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |
|                                                                           |        |                     |               |                                                           |                  |        |                         |        |                                                   |        |

### EXAMPLE

## DEVELOPMENT OF POTGIETER PARK

## C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

| REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2016 |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|----------------------------------------------------------------------------|--------|---------------------|------------|------------------------------------------------------|------------------|--------|----------------------|--------|---------------------------------------------|--------|
| 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 |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
|                                                                            |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
| TOTAL                                                                      |        |                     |            |                                                      |                  |        |                      |        |                                             |        |
| TOTAL ALL TRAINEES                                                         |        |                     |            |                                                      |                  |        |                      |        |                                             |        |

EXAMPLE

### C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

[illegible]

## **C5.2 CONTRACT DRAWINGS**

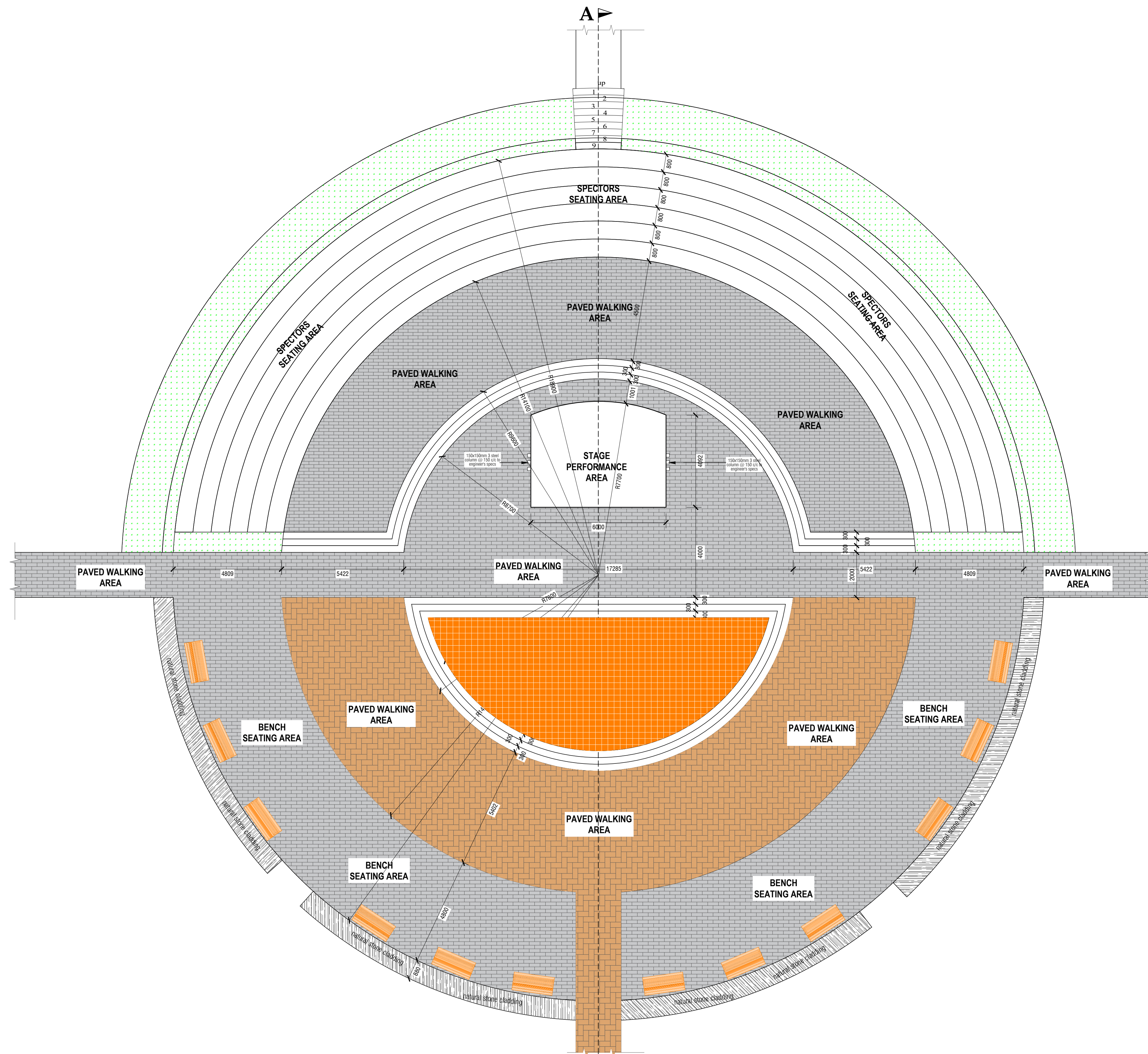
**The following is a list of contract drawings (See drawing Book 2 of 2)**

| <b>Item</b> | <b>Description</b>           | <b>Drawing No</b> |
|-------------|------------------------------|-------------------|
| 1.          | SITE DEVELOPMENT PLAN        |                   |
| 2.          | 3D LAYOUT                    |                   |
| 3.          | Amphi theatre                |                   |
| 4.          | Amphi theatre                |                   |
| 5.          | Garden floor                 |                   |
| 6.          | Administration building plan |                   |
| 7.          | Guardhouse plan              |                   |
| 8.          | Ablution block plan          |                   |
| 9.          | BOMA                         |                   |
| 10.         | TRASH BIN LAY-OUT            |                   |



**DEVELOPMENT OF POTGIETER PARK**





STAGE AND AMPHITHEATRE FLOOR PLAN  
Scale 1:100

|              |  |                      |  |            |  |                         |  |                        |  |          |  |                                     |  |                                          |  |                          |  |                        |  |
|--------------|--|----------------------|--|------------|--|-------------------------|--|------------------------|--|----------|--|-------------------------------------|--|------------------------------------------|--|--------------------------|--|------------------------|--|
| DESIGNED BY  |  | DESIGNED M.E.        |  | CONSULTANT |  | RECOMMENDED             |  | CLIENT                 |  | SCALE    |  | CLIENT : MAKHADO LOCAL MUNICIPALITY |  | TYPE OF PLANNING : DETAIL DESIGN DRAWING |  | PR ARCHITECT NO : .....  |  | PR ENGINEER NO : ..... |  |
| SHEET 1 OF 1 |  | DESIGN CHECKED M.E.  |  | DRAWN N.A. |  | for CONSULTING ENGINEER |  | for HEAD OF DEPARTMENT |  | AS SHOWN |  | PROJECT TITLE                       |  | SHEET 1 OF 1                             |  | CLIENT SIGNATURE : ..... |  | SIGNATURE : .....      |  |
| REVISION     |  | DRAWING CHECKED M.E. |  | DATE:      |  | DATE:                   |  | DATE:                  |  | REVISION |  | DRAWING TITLE                       |  | DRAWING No.                              |  | DATE : .....             |  | DATE : .....           |  |
| No.          |  | DATE                 |  | REVISION   |  | REVISED BY              |  | DATE                   |  | 0        |  | DEVELOPMENT OF POTGIETER PARK       |  | STAGE AND AMPHITHEATRE FLOOR LAYOUT      |  |                          |  |                        |  |

DESIGNED BY



SOLOMON ROAD NO. 30  
WOODHILL ESTATE  
BENEDICT POLAKOWSKI  
TEL : 015 812 4750  
CEL : 015 812 4750  
FAX : 0860 600 8645  
EMAIL : rixongileconsulting@gmail.com

DESIGNED M.E.

DESIGN CHECKED M.E.

DRAWN N.A.

DRAWING CHECKED M.E.

CONSULTANT

for CONSULTING ENGINEER

DATE:

RECOMMENDED

AS SHOWN

DATE:

CLIENT



MAKHADO LOCAL MUNICIPALITY  
83 KROGH STREET  
MAKHADO  
TEL : 015 513 3000  
FAX : 015 516 1195

SCALE

AS SHOWN

REVISION

0

CLIENT : MAKHADO LOCAL MUNICIPALITY

PROJECT TITLE

DEVELOPMENT OF POTGIETER PARK

DRAWING TITLE

STAGE AND AMPHITHEATRE FLOOR LAYOUT

TYPE OF PLANNING : DETAIL DESIGN DRAWING

SHEET 1 OF 1

DRAWING No.

PR ARCHITECT NO : .....

PR ENGINEER NO : .....

CLIENT SIGNATURE : .....

SIGNATURE : .....

DATE : .....

DATE : .....

## WEST ELEVATION

Scale 1:100

EAST ELEVATION

Scale 1:100

## SOUTH ELEVATION

Scale 1:100

NORTH ELEVATION

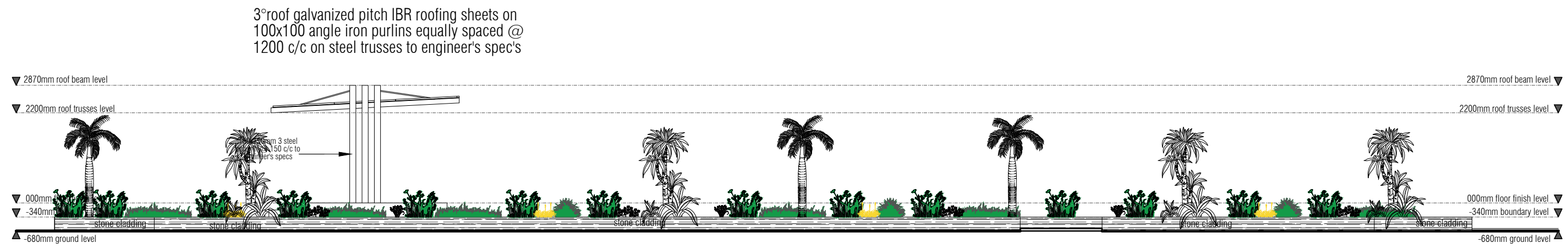
Scale 1:100

# SECTION A-A

Scale 1:100

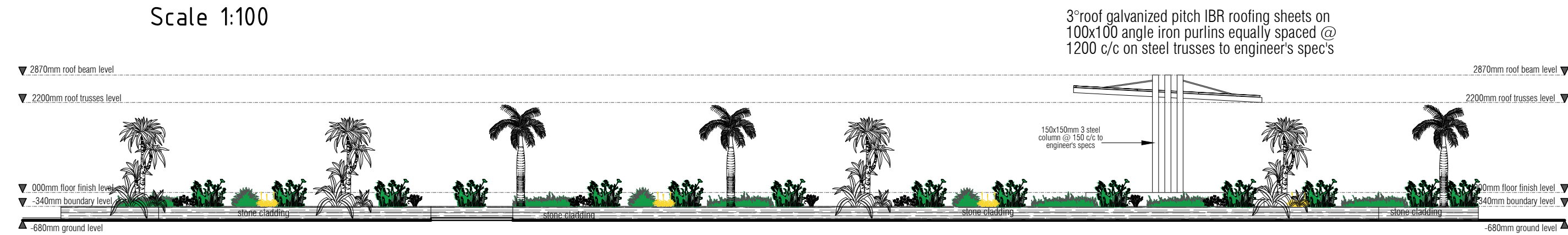
[illegible]





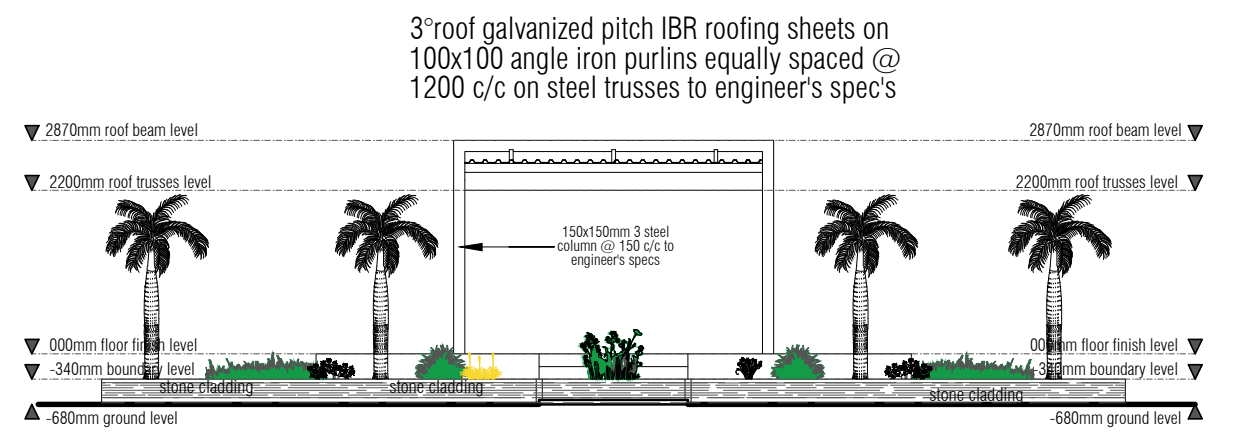
EAST ELEVATION

Scale 1:100



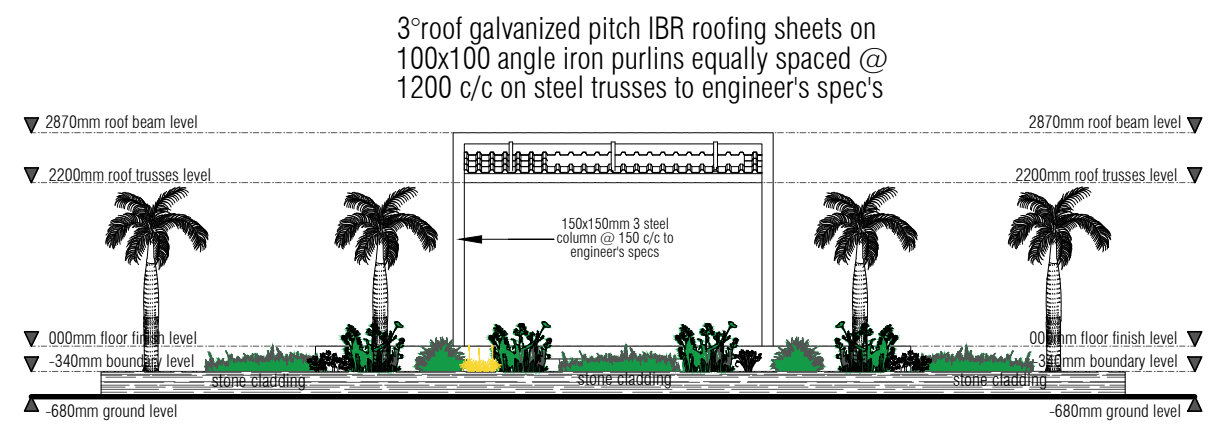
WEST ELEVATION

Scale 1:100



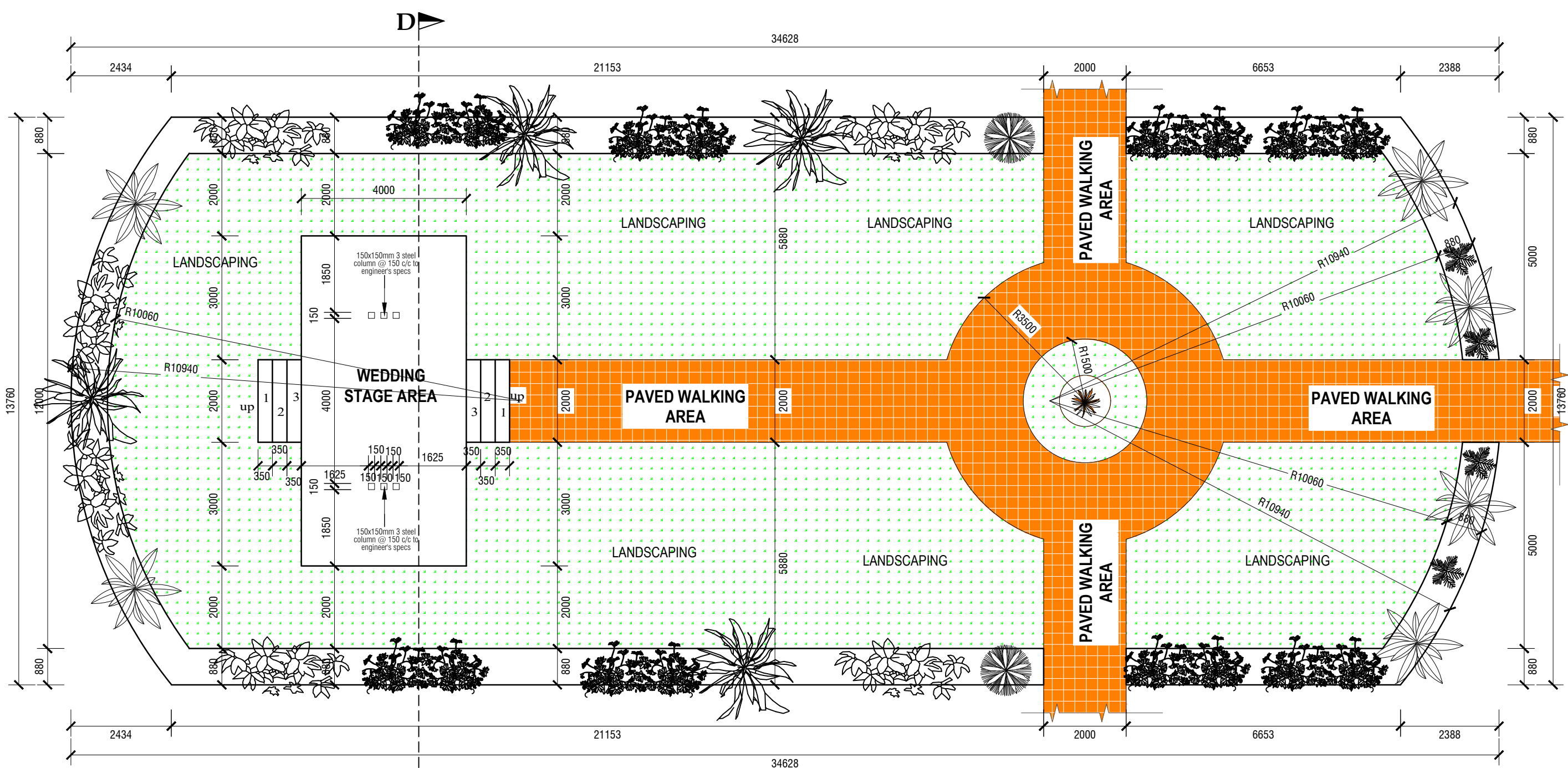
NORTH ELEVATION

Scale 1:100



SOUTH ELEVATION

Scale 1:100



GARDEN FLOOR PLAN

Scale 1:100 455m<sup>2</sup>

|                      |  |  |  |                      |                         |                        |        |             |                                     |                                          |                    |                  |
|----------------------|--|--|--|----------------------|-------------------------|------------------------|--------|-------------|-------------------------------------|------------------------------------------|--------------------|------------------|
| DESIGNED BY          |  |  |  | DESIGNED M.E.        | CONSULTANT              | RECOMMENDED            | CLIENT | SCALE       | CLIENT : MAKHADO LOCAL MUNICIPALITY | TYPE OF PLANNING : DETAIL DESIGN DRAWING | PR ARCHITECT NO :  | PR ENGINEER NO : |
| DESIGN CHECKED M.E.  |  |  |  | DESIGN CHECKED M.E.  |                         |                        |        | AS SHOWN    | PROJECT TITLE                       |                                          | CLIENT SIGNATURE : | 201470008.....   |
| DRAWN N.A.           |  |  |  | DRAWN N.A.           | for CONSULTING ENGINEER | for HEAD OF DEPARTMENT |        | REVISION    | DEVELOPMENT OF POTGIETER PARK       |                                          | SIGNATURE :        | SIGNATURE :      |
| DRAWING CHECKED M.E. |  |  |  | DRAWING CHECKED M.E. | DATE:                   | DATE:                  |        | 0           | DRAWING TITLE                       | GARDEN FLOOR AND ELEVATON                | DATE :             | DATE :           |
| SHEET 1 OF 1         |  |  |  | DRAFTING             |                         |                        |        | DRAWING No. |                                     |                                          |                    |                  |

No.

DATE

REVISION

REVISED BY

DATE

DESIGNED BY

DESIGN CHECKED M.E.

DRAWN N.A.

DRAWING CHECKED M.E.

CONSULTANT

for CONSULTING ENGINEER

DATE:

RECOMMENDED

for HEAD OF DEPARTMENT

DATE:

CLIENT

MAKHADO LOCAL MUNICIPALITY

83 KROGH STREET

MAKHADO

TEL : 015 513 3000

FAX : 015 516 1195

SCALE

AS SHOWN

REVISION

0

CLIENT : MAKHADO LOCAL MUNICIPALITY

PROJECT TITLE

DEVELOPMENT OF POTGIETER PARK

DRAWING TITLE

GARDEN FLOOR AND ELEVATON

TYPE OF PLANNING : DETAIL DESIGN DRAWING

SHEET 1 OF 1

DRAWING No.

PR ARCHITECT NO :

201470008.....

CLIENT SIGNATURE :

SIGNATURE :

DATE :

PR ENGINEER NO :

201470008.....

SIGNATURE :

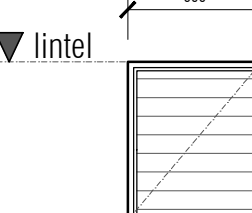
SIGNATURE :

DATE :

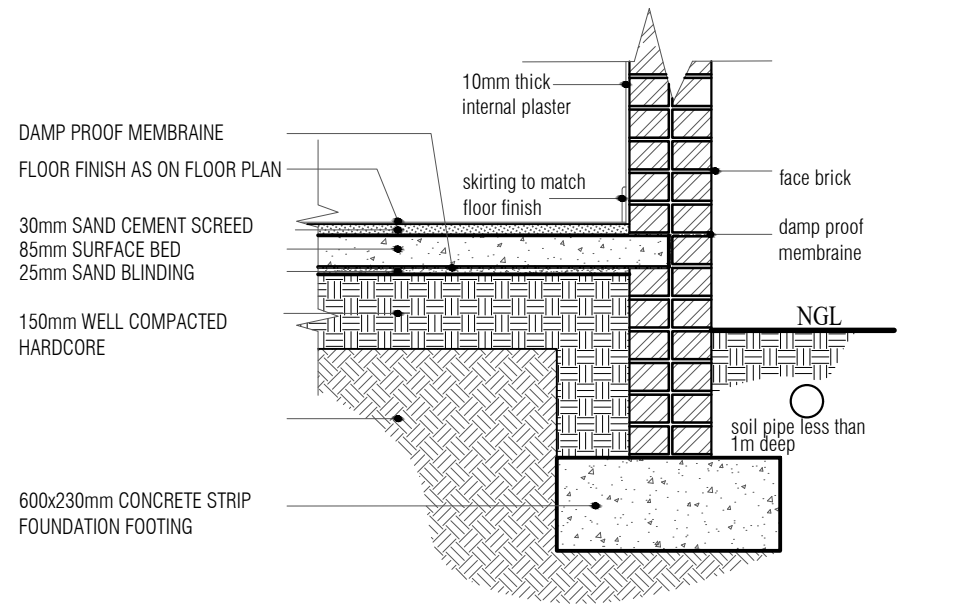




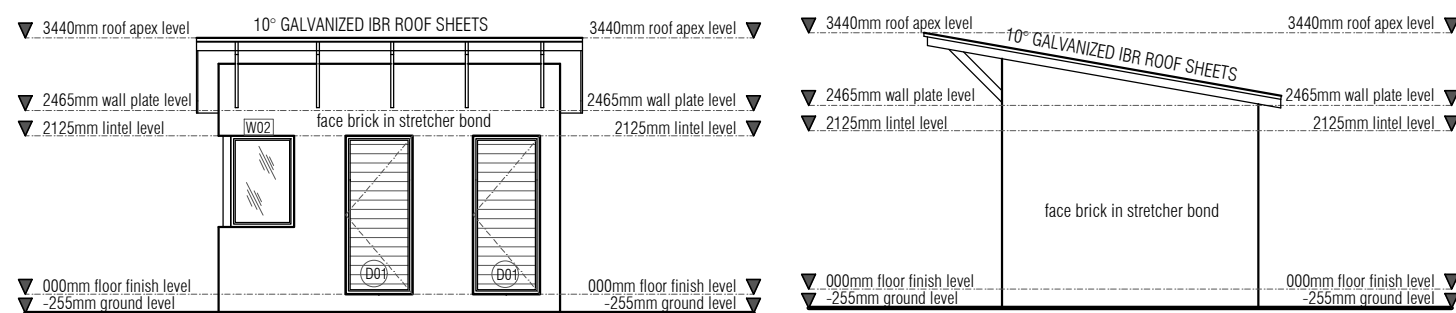


|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <h2 style="text-align: center;">DOOR SCHEDULE</h2> <p><b>NOTE :</b><br/>         glazing to comply with SANS 10400 and in accordance with NBR part N.</p> <p>glass infill panels to be min 3mm thick for opening section and top lights and 4mm thick for the fixed panels above the horizontal mullion (glass larger than 1.5m bottom 4mm toughened safety glass).</p> <p>architects to approve section to be used before manufacturing window doors sizes, etc<br/>         all opening to be checked on site by door supplier before manufacturing</p> |  |
| DOOR AREA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.9m <sup>2</sup>                                                                 |
| DOOR NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | D01                                                                               |
| NO. REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 02                                                                                |
| FRAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ALUMINIUM                                                                         |
| GLAZING/DOOR PANEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | APPROVED SOLID HARD WOOD                                                          |

| WINDO SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | WINDO SCHEDULE                                                         | WINDO SCHEDULE                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>NOTE :<br/>glazing to comply with SANS 10400 and in accordance with NBR part N.</p> <p>glass infill panels to be min 3mm thick for opening section and top lights and 4mm thick for the fixed panels above the horizontal mullion (glass larger than 1.5m bottom 4mm toughened safety glass).</p> <p>architects to approve section to be used before manufacturing window doors sizes, etc<br/>all opening to be checked on site by window supplier before manufacturing</p> | <p>600</p> <p>900</p> <p>2125</p> <p>1225</p> <p>FFL</p> <p>lintel</p> | <p>3320</p> <p>1010</p> <p>1510</p> <p>1010</p> <p>1510</p> <p>1010</p> <p>950</p> <p>850</p> <p>1010</p> <p>1225</p> <p>900</p> <p>2125</p> <p>FFL</p> <p>FIXED PANEL A</p> <p>FIXED PANEL B</p> <p>FIXED PANEL A</p> |
| WINDOW AREA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.54m <sup>2</sup>                                                     | 6.39m <sup>2</sup>                                                                                                                                                                                                     |
| WINDOW NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | W01                                                                    | W02                                                                                                                                                                                                                    |
| NO. REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 02                                                                     | 01                                                                                                                                                                                                                     |
| FRAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ALUMINIUM                                                              | ALUMINIUM                                                                                                                                                                                                              |
| GLAZING                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 3mm CLEAR & OBSCURED GLASS                                             | 3mm CLEAR GLASS                                                                                                                                                                                                        |

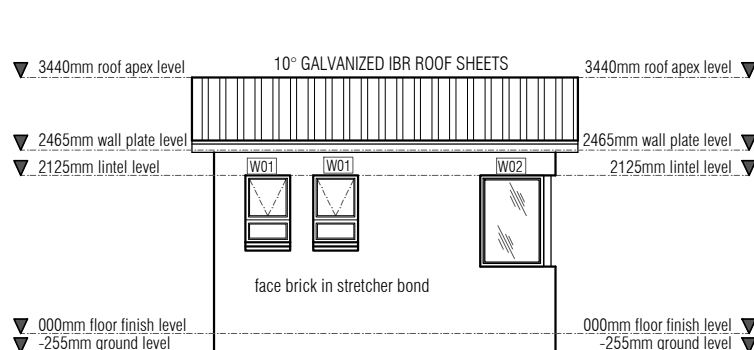


FOUNDATION DETAIL  
SCALE 1:25



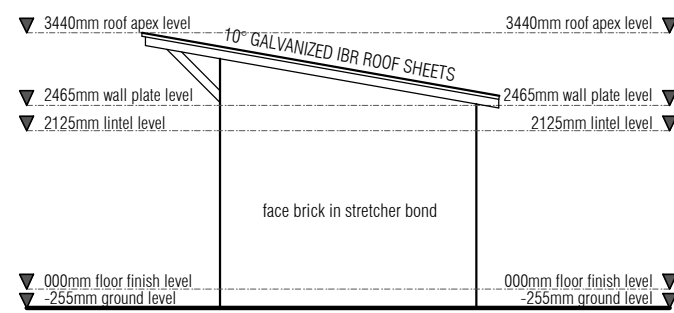
WEST ELEVATION

Scale 1:100



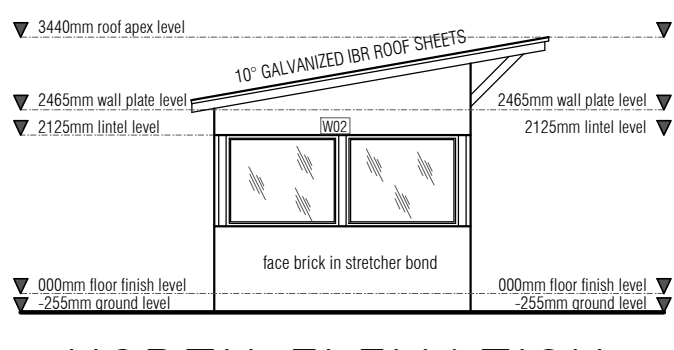
## EAST ELEVATION

Scale 1:100



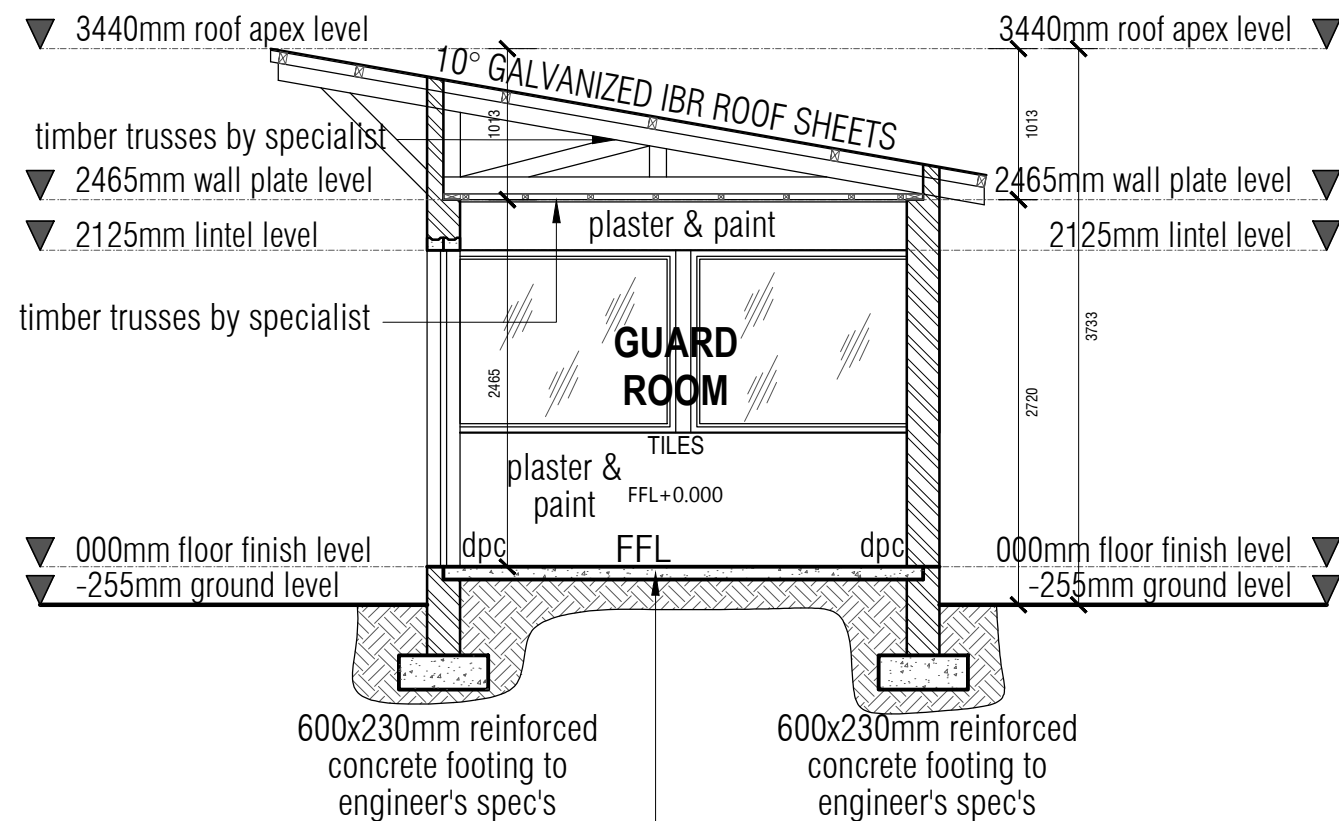
# WEST ELEVATION

Scale 1:100



NORTH ELEVATION

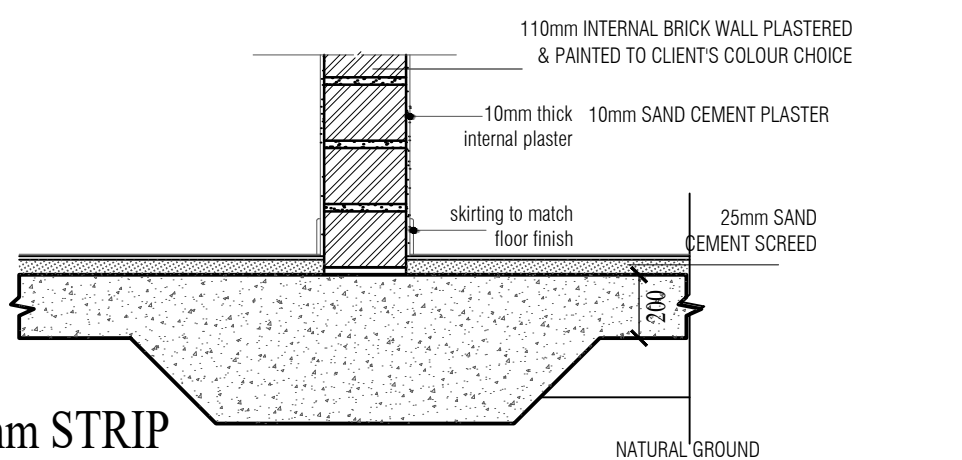
Scale 1:100



SECTION C-C

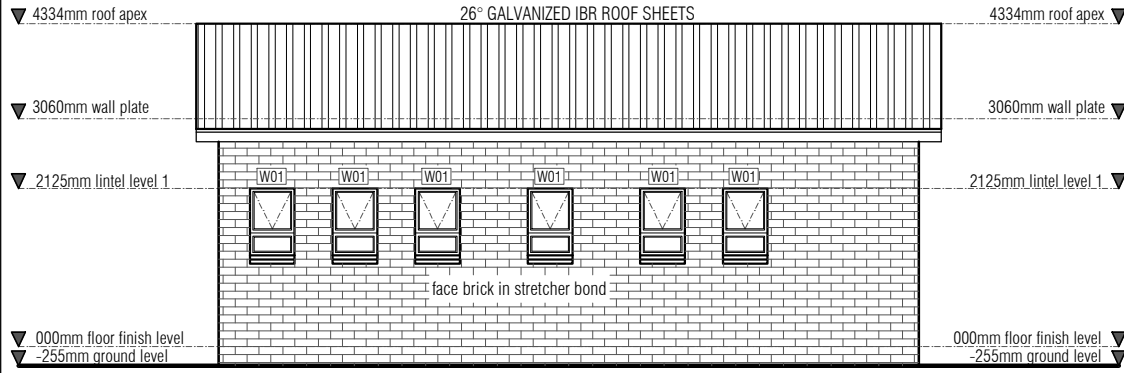
Scale 1:50

25mm Cement/Sand Screed on 85mm Reinforced Concrete Surface bed on 0.25mm Damp Proof Membrane on Compacted filling, compacted in minimum layer of 150mm.



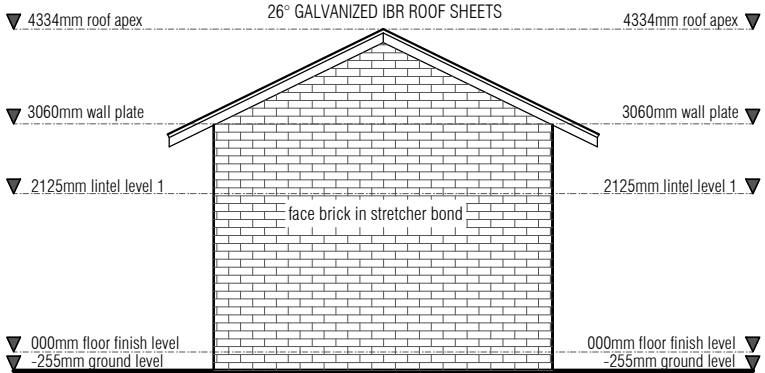
110mm STRIP  
FOUNDATION DETAIL  
SCALE 1:10

[illegible]



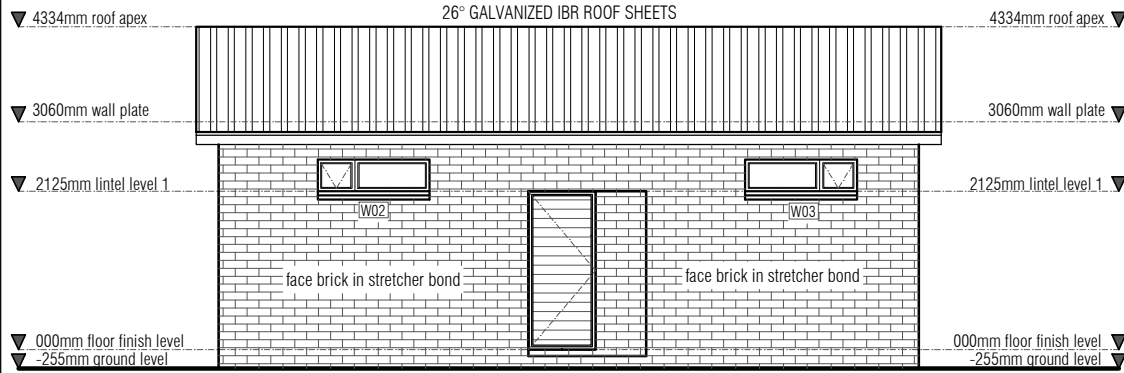
BACK ELEVATION

Scale 1:100



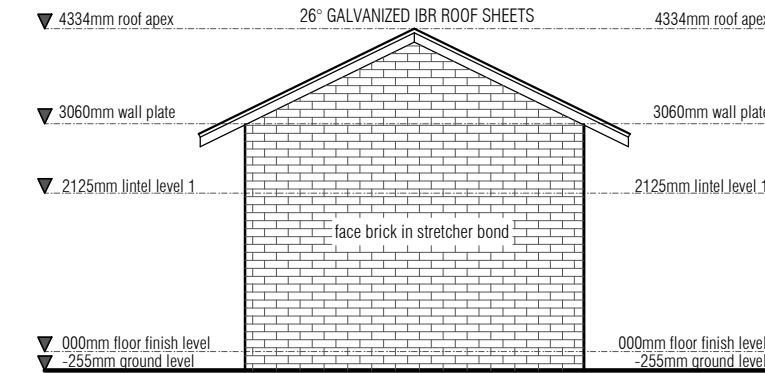
SIDE ELEVATION

Scale 1:100



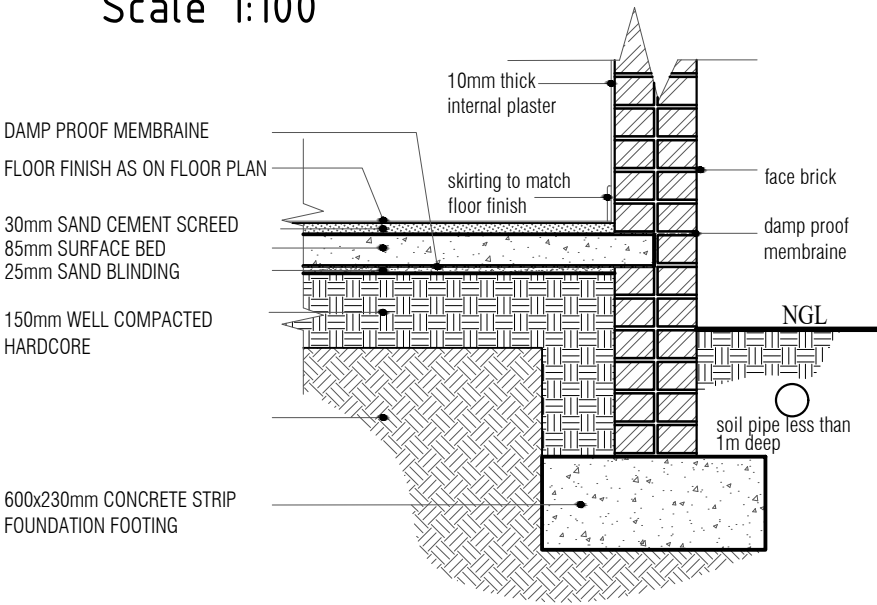
FRONT ELEVATION

Scale 1:100



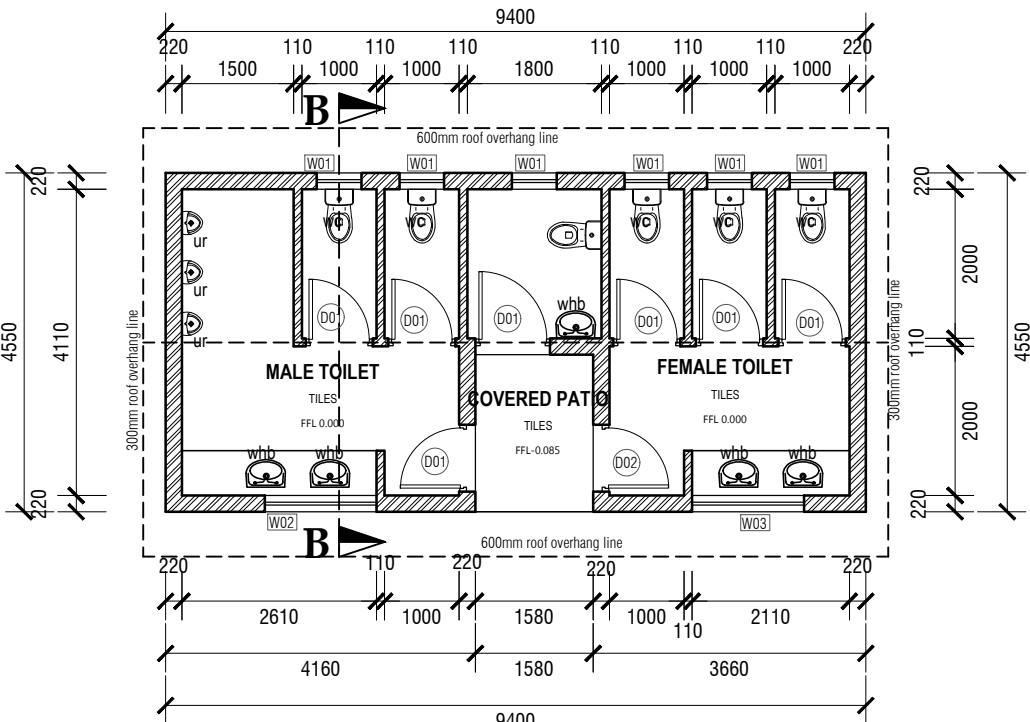
SIDE ELEVATION

Scale 1:100



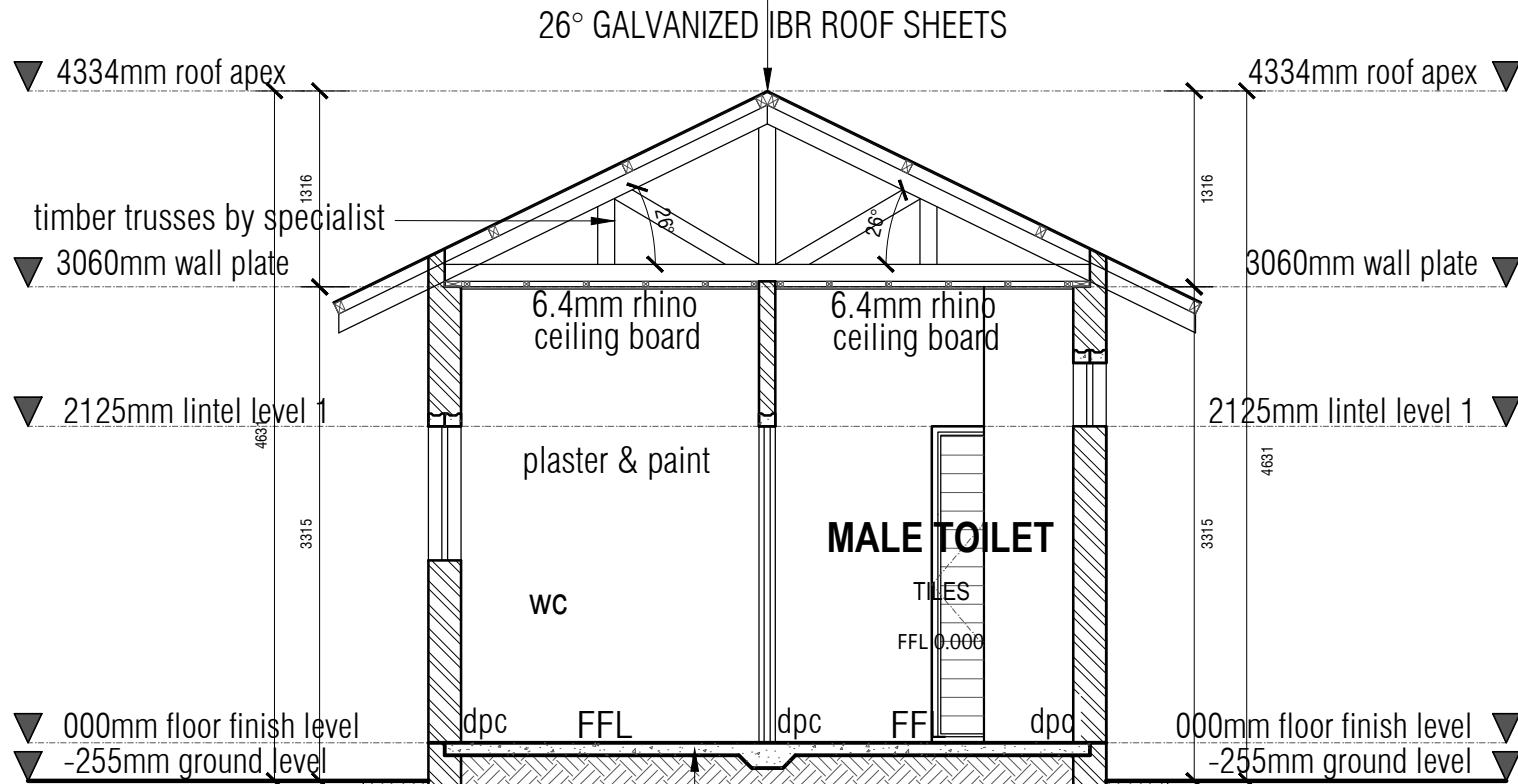
FOUNDATION DETAIL

SCALE 1:25



GROUND FLOOR PLAN

Scale 1:100 43m<sup>2</sup>



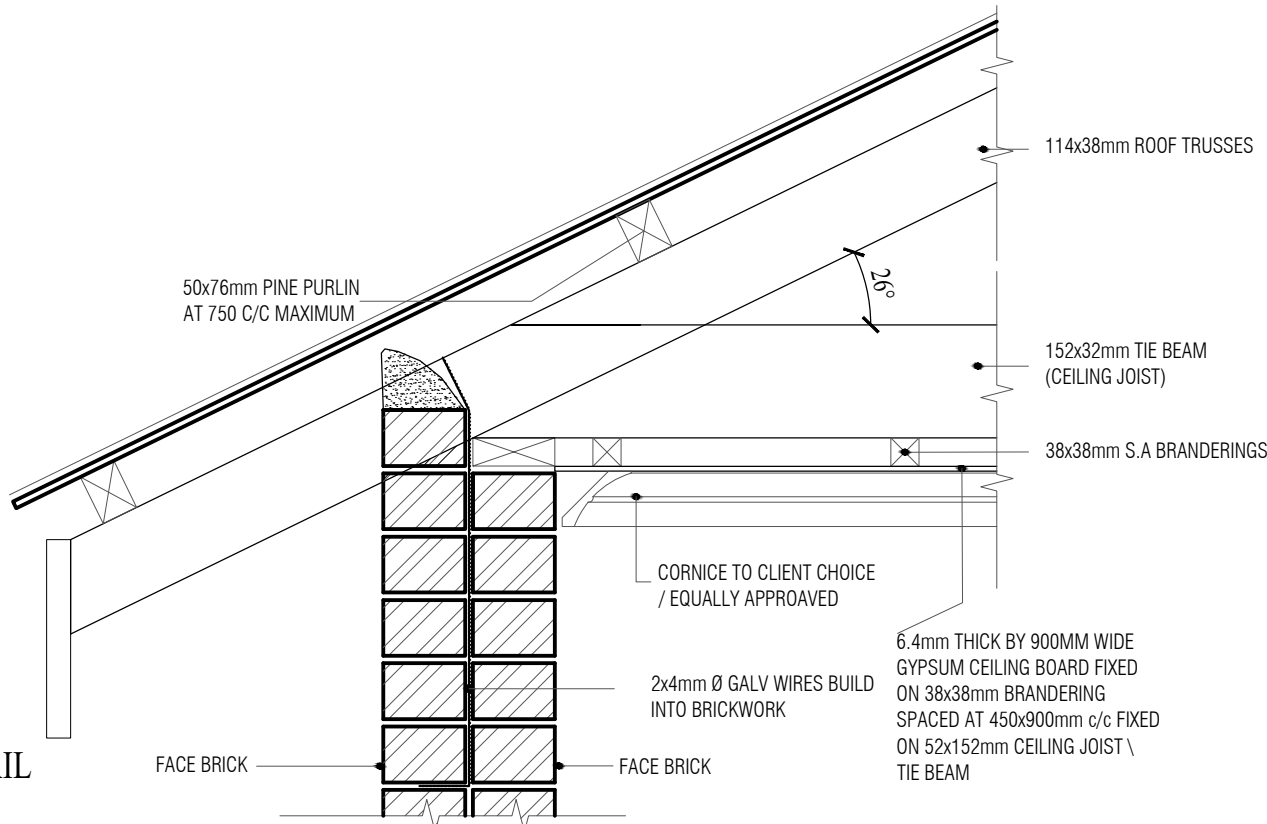
SECTION B-B

Scale 1:50

26°roof galvanized pitch IBR roofing sheets with sabs approved underlay portal frame for the roof fixed to wall 114x38mm s.a pine wall plate trusses from sa pine at 1000mm centres fastened securely with 2 wires of 4mmØ embedded at least 300mm into brickwork with connecting devices according to table I2, schedule 1, of sabs 0400  
all web members to be minimum 38x114mm grade 6 with equal bays smaller than 1500mm. approved bracing must prevent buckling and keep trusses upright valley and hip rafters to be grade 6 50x228 sa pine laminated timber to comply with sabs 876  
50mm glass fibre insulation to be installed on ceiling

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|
| <b>WINDO SCHEDULE</b><br>NOTE :<br>glazing to comply with SANS 10400 and in accordance with NBR part N.<br><br>glass infill panels to be min 3mm thick for opening section and top lights and 4mm thick for the fixed panels above the horizontal mullion (glass larger than 1.5m bottom 4mm toughened safety glass).<br><br>architects to approve section to be used before manufacturing window doors sizes, etc<br>all opening to be checked on site by window supplier before manufacturing |                    |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ▼ FFL              |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                    |                    |
| WINDOW AREA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.54m <sup>2</sup> | 0.64m <sup>2</sup> | 0.64m <sup>2</sup> |
| WINDOW NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | W01                | W02                | W03                |
| NO. REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 06                 | 01                 | 01                 |
| FRAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ALUMINIUM          | ALUMINIUM          | ALUMINIUM          |
| GLAZING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 3mm OBSCURED GLASS | 3mm CLEAR GLASS    | 3mm CLEAR GLASS    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <b>DOOR SCHEDULE</b><br>NOTE :<br>glazing to comply with SANS 10400 and in accordance with NBR part N.<br><br>glass infill panels to be min 3mm thick for opening section and top lights and 4mm thick for the fixed panels above the horizontal mullion (glass larger than 1.5m bottom 4mm toughened safety glass).<br><br>architects to approve section to be used before manufacturing window doors sizes, etc<br>all opening to be checked on site by door supplier before manufacturing |                          |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ▼ FFL                    |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                          |
| DOOR AREA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1.9m <sup>2</sup>        | 1.9m <sup>2</sup>        |
| DOOR NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | D01                      | D02                      |
| NO. REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 07                       | 01                       |
| FRAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ALUMINIUM                | ALUMINIUM                |
| GLAZING/DOOR PANEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | APPROVED SOLID HARD WOOD | APPROVED SOLID HARD WOOD |

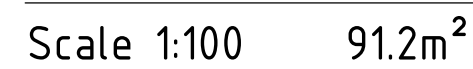


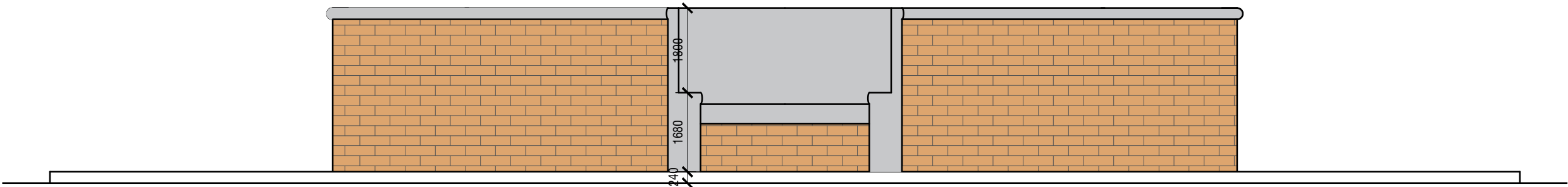
EAVE DETAIL

SCALE 1:10

|                                                                                                                                                                                                                         |                         |                         |                        |        |          |                                     |                                          |                    |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|------------------------|--------|----------|-------------------------------------|------------------------------------------|--------------------|---------------------|
| <div>DESIGNED BY<br/><br/>SOLOMON ROAD NO. 30<br/>WINDO HILL ESTATE<br/>BENONI, JOHANNESBURG<br/>TEL : (011) 812 4790<br/>CEL : (080) 605 4645<br/>FAX : (080) 605 4645<br/>EMAIL : rixongileconsulting@gmail.com</div> | DESIGNED<br>M.E.        | CONSULTANT              | RECOMMENDED            | CLIENT | SCALE    | CLIENT : MAKHADO LOCAL MUNICIPALITY | TYPE OF PLANNING : DETAIL DESIGN DRAWING | PR ARCHITECT NO :  | PR ENGINEER NO :    |
|                                                                                                                                                                                                                         | DESIGN CHECKED<br>M.E.  |                         |                        |        | AS SHOWN | PROJECT TITLE                       |                                          | CLIENT SIGNATURE : | .....201470008..... |
|                                                                                                                                                                                                                         | DRAWN<br>N.A.           | for CONSULTING ENGINEER | for HEAD OF DEPARTMENT |        | REVISION | DEVELOPMENT OF POTGIETER PARK       | SHEET 1 OF 1                             | SIGNATURE :        | SIGNATURE :         |
|                                                                                                                                                                                                                         | DRAWING CHECKED<br>M.E. | DATE:                   | DATE:                  |        | 0        | DRAWING TITLE                       | DRAWING No.                              | DATE :             | DATE :              |

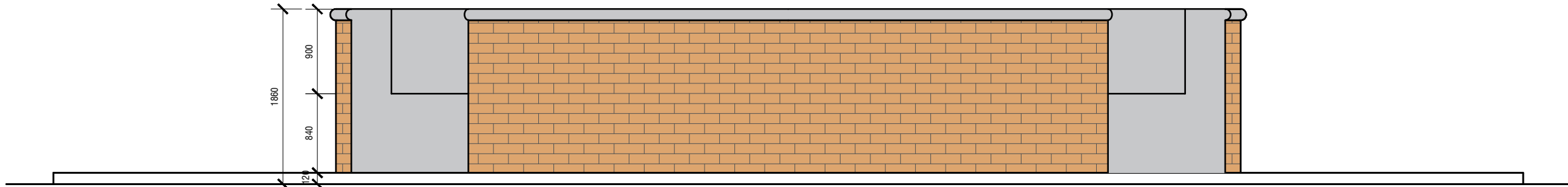


[illegible]



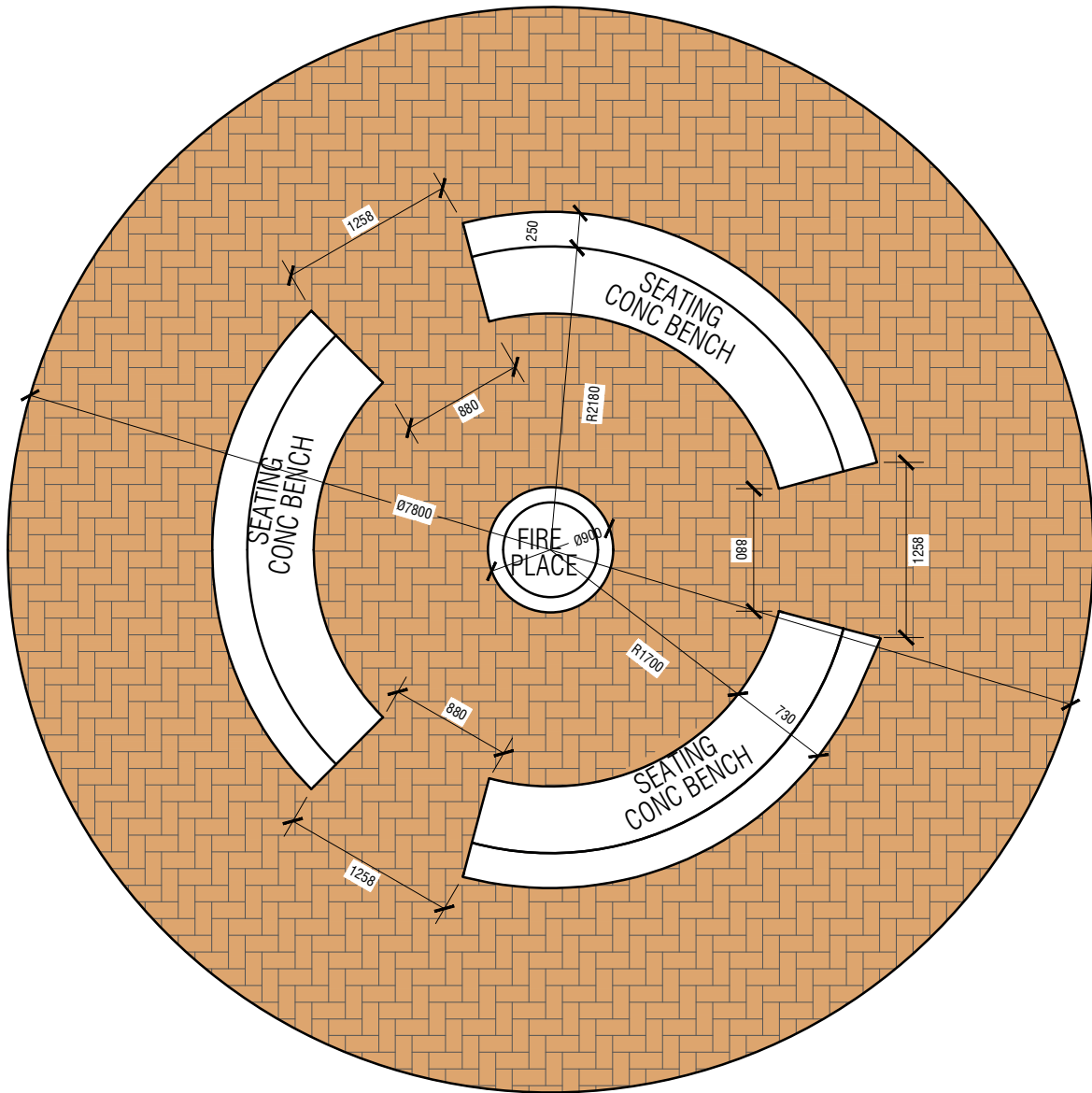
SEATING CONC BENCH ELEVATION

Scale 1:50



SEATING CONC BENCH ELEVATION

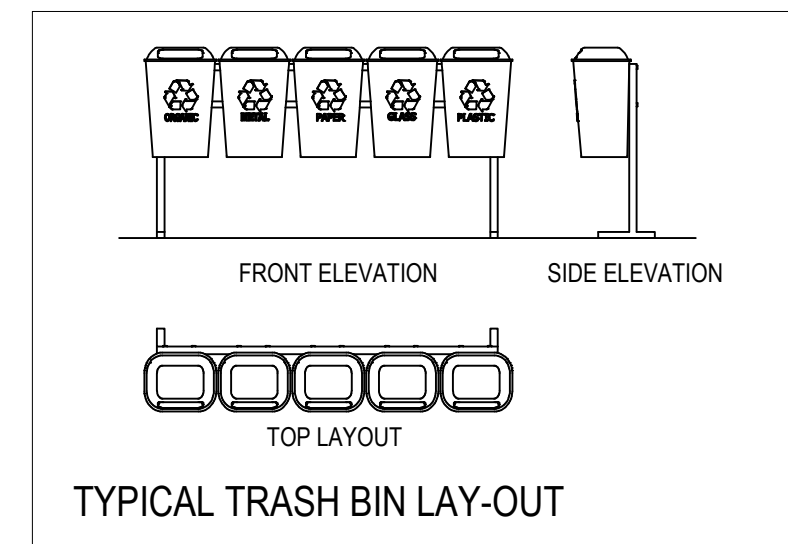
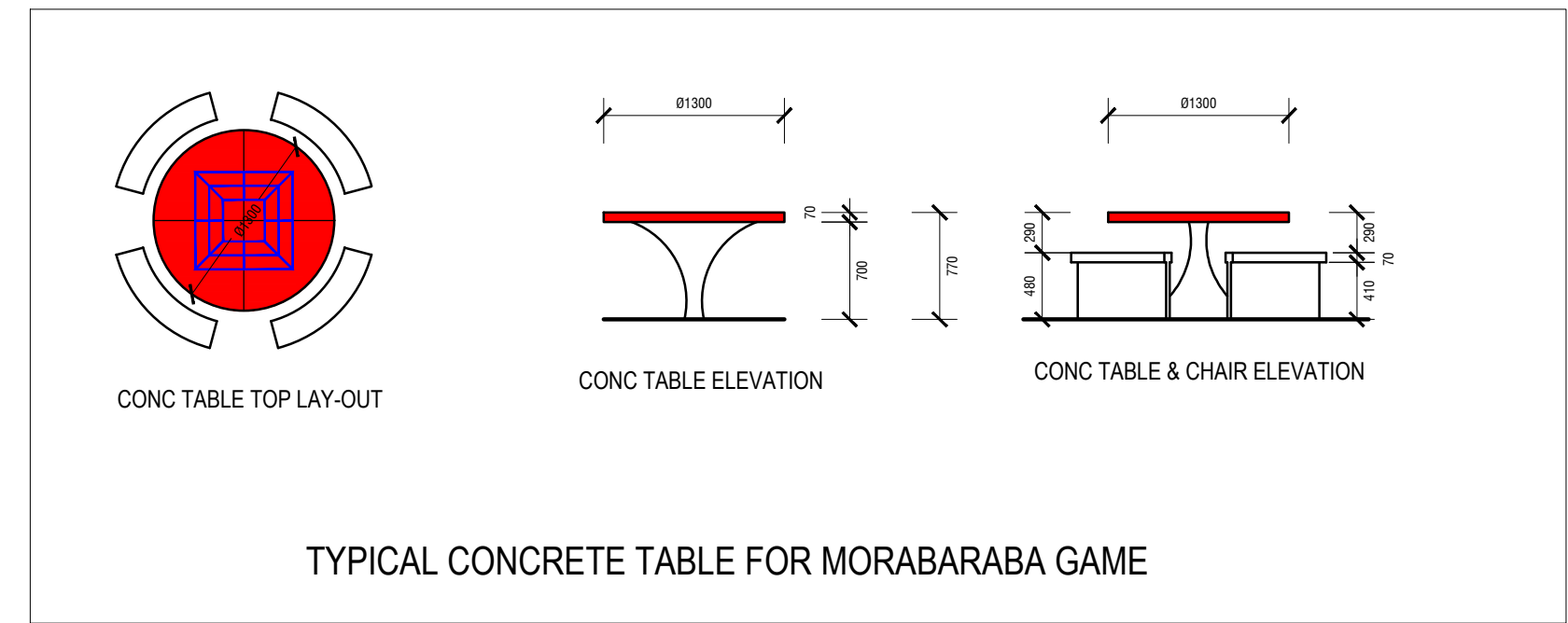
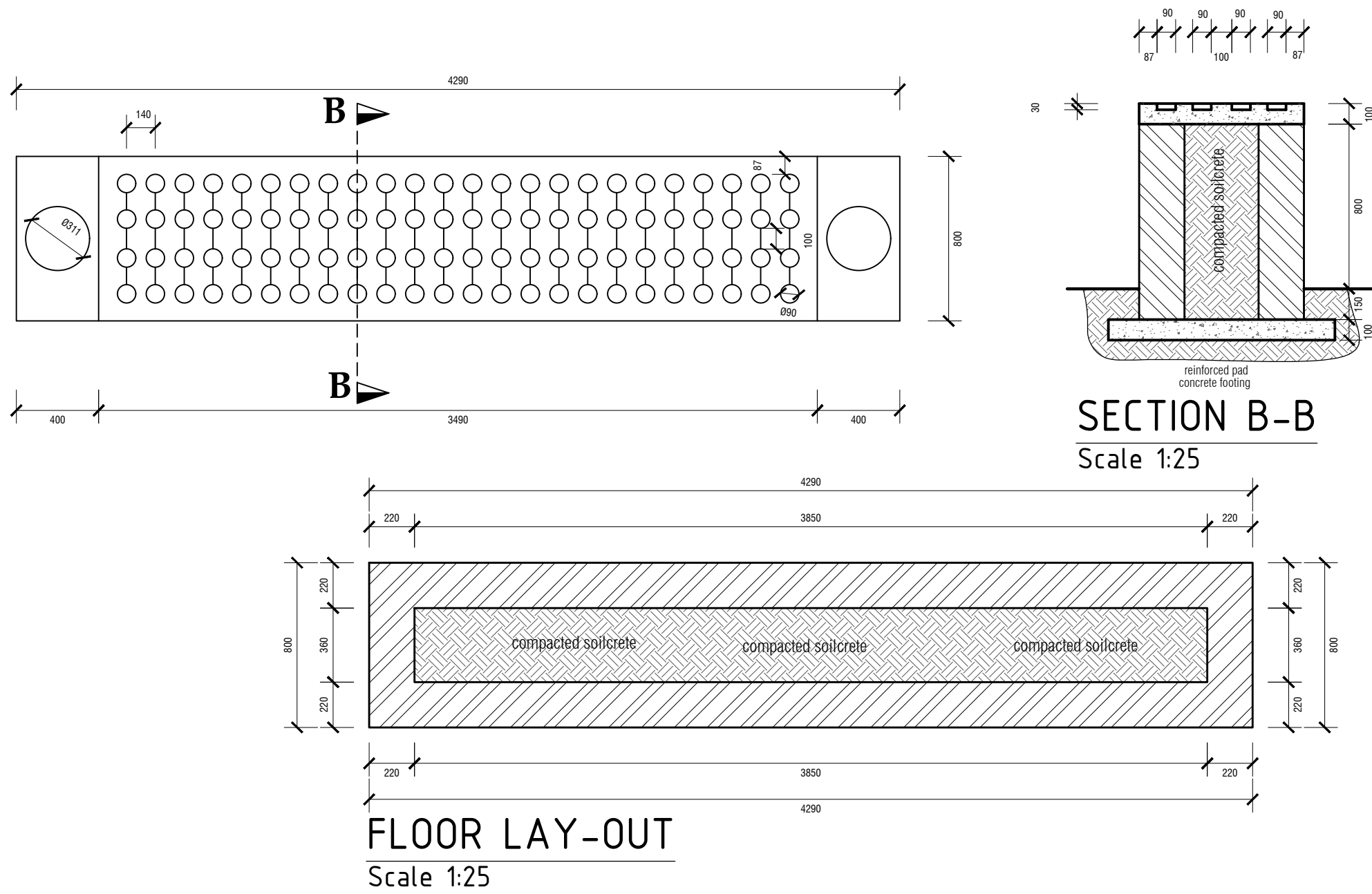
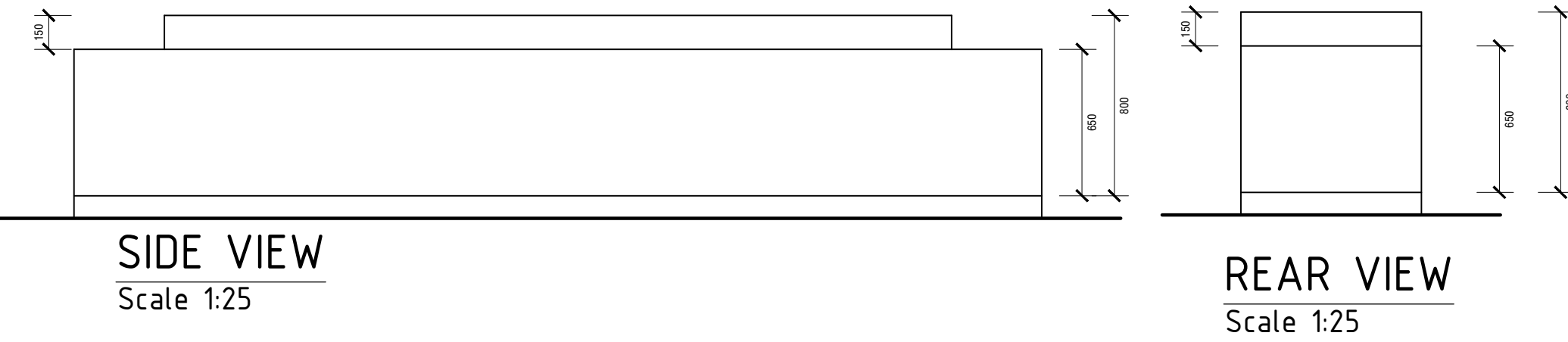
Scale 1:50



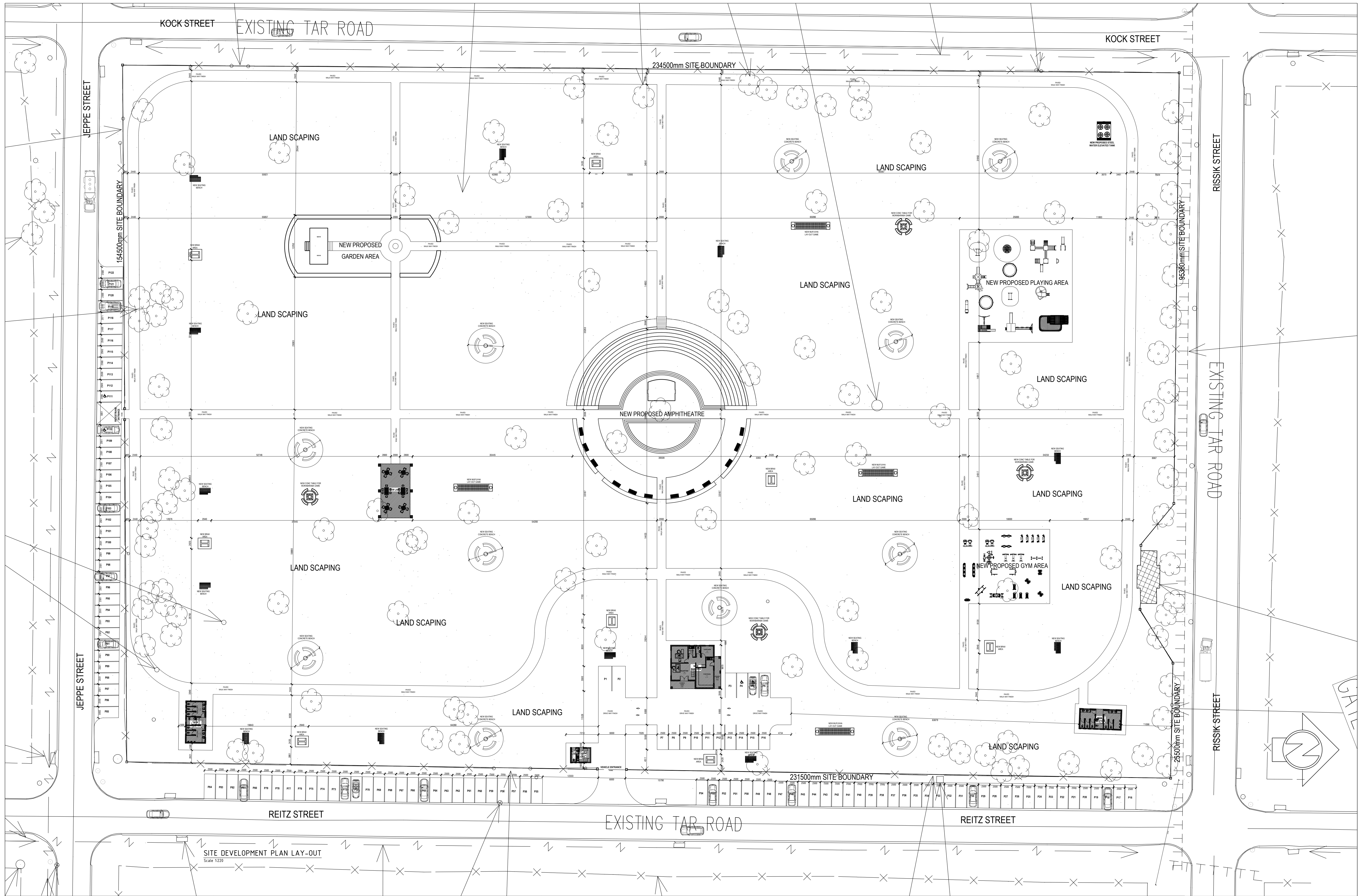
FLOOR LAY-OUT

Scale 1:50

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