

KING CETSHWAYO DISTRICT MUNICIPALITY TENDER DOCUMENT

TENDER REFERENCE: KCDM/33/2021

**TENDER FOR THE APPOINTMENT OF PANEL OF CONTRACTORS FOR THE
IMPLEMENTATION OF KING CETSHWAYO DISTRICT MUNICIPALITY VIP
SANITATION PROJECTS FOR THE PERIOD ENDING 30 JUNE 2025**

TENDER CLOSING:

Tuesday, 18 January 2022 @ 12h00

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be addressed to the Municipal Manager and submitted in a sealed envelope with the legal name and address of the Tenderer, the Tender No. and tender title as well as the closing date indicated on the envelope. The sealed envelope must be inserted into the Tender Box situated in the foyer of King Cetshwayo House, Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay before closing time. If the tender offer is too large to fit into the abovementioned Tender Box or the Box is full, please enquire at the reception counter as to where the SCM (Tender Office) is for alternative instructions. The onus remains with the Tenderer to ensure that the tender is placed in either the Tender Box or as alternatively instructed.

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
CSD Supplier Number	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Physical Address:	
Postal Address:	

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this tender, including the physical aspects of working areas, and by the submission of a tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Enquiries relating to this tender must be directed as indicated below:

Tender Queries:	Technical Queries:
Contact Name: Mr. M. Mkhize	Contact Name: Mr. Z. Ndlovu
Telephone: 035 – 799 2529	Telephone: 035 – 7992513

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T1.1 Tender Notice and Invitation to Tender
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KING CETSHWAYO DISTRICT MUNICIPALITY

TENDER REFERENCE: KCDM/33/2021

TENDER FOR THE APPOINTMENT OF PANEL OF CONTRACTORS FOR THE IMPLEMENTATION OF KING CETSHWAYO DISTRICT MUNICIPALITY VIP SANITATION PROJECTS FOR THE PERIOD ENDING 30 JUNE 2025

Interested parties must collect tender documents from the SCM Unit at Suite No. 8, at the offices of the King Cetshwayo District Municipality, Corner of Krugerrand & Barbados Bay Road, Krugerrand, CBD, Richards Bay (035 799 2500) or alternatively download and print the bid document from www.kingcetshwayo.gov.za. If the tenderers are unable to download the tender document from the eTenders website/KCDM website, a fee of **R3 740.40** per document will be charged and payable at the Cashiers Office on collection. The King Cetshwayo District Municipality will strive to achieve targeted procurement in accordance with Preferential Procurement Policy Framework Act Regulation 2017 in the manner that **only tenderer with EME/QSE with Level 1 BBBEE** is targeted for this tender. The tenderer must also have a CIDB grading of **4GB/CE or Higher**. The tender that fails to meet the stipulated criteria will be regarded as non-responsive.

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations. Please note that any person that is in service of the state will not be allowed to tender. For more information, please contact Mr. M Mkhize on (035) 799 2715 or visit the CSD website at www.csd.gov.za. Only Tenderers who are registered with CSD will be considered for this tender and tenderers are also required to register with KCDM data base.

There will be no compulsory tender briefing for this tender. **Only tenderers that can furnish proof of previous experience building of structures. The scope of works involves supplying of super structure, site clearance, excavation of pit, brickwork in building a pit and assembling of the superstructure.**

Completed tenders in sealed envelopes bearing the tender number must be deposited in the Municipality is tender box in the foyer of King Cetshwayo House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on or before **12h00 on Tuesday, 18 January 2022**. It must be noted that due to COVID 19 regulations, tenders will not be opened in public, however the opening list will be published on KCDM's website. Tenders received after the due date and time will not be considered.

Please note that this tender will be evaluated on compliance (returnable and completeness) and functionality. The following criteria in. Functionality Evaluation Criteria., will be applicable for the functionality and compliance and maximum weight of each criterion is indicated in the table below and any tenderer who scores less than 70 percent, in respect of functionality. will be regarded as submitting a non-responsive tender and will be disqualified. Note that only tenderers who administratively comply (returnable and completeness of document) shall move to functionality stage.:

Criteria Description		Weight
Service providers must comply with the following pre-requisites:		
a.	Tenderer's experience in similar/ building projects (No similar project will lead to disqualification)	20
b.	Key Personnel: Site Agent / Contracts Manager (No qualification or no experience or less than 1 year will lead to disqualification)	20
c.	Key Personnel: Foreman (No qualification or no experience or less than 1 year will lead to disqualification)	15
d.	Safety Officer/ Health and Safety Staff	15
e.	Typical Construction Programme for building one VIP over 5 days	20
f.	Locality of Tenderer	10
TOTAL		100

Only bidders who complies administratively and achieve the minimum qualification score of functionality, which is 70% will be considered.

Prospective service providers are required to ensure full completion and correctness of information when responding to MBD and all other required declarations in the document. The municipality reserves the right to validate the correctness of the declarations through various databases inclusive of the Central Supplier Database (CSD). Failure to fully complete and/or provision of incorrect information in the declaration will be regarded by the employer as a non-responsive tender.

It will be the Tenderer's responsibility to check the document on receipt for completeness and to notify the Employer of any discrepancies or omissions. It is the Tenderer's responsibility to provide all the data and information requested completely and in the form required. Failure to do so may be regarded by the municipality as a non-responsive tender. Tenders may only be submitted on the documentation provided by the municipality.

All communication between the employer and the Tenderer shall be in a form that can be read, copied and recorded. All writing shall be in the English Language. The Employer shall not take any responsibility for non-receipt of communications from a Tenderer.

For Technical inquiries contact: Mr Z Ndlovu Tell 035 799 2513 and for S.C.M inquiries contact: Mr M. Mkhize Tell 035 799 2715

Tenderers who do not hear from the King Cetshwayo District Municipality within 90 days of the closing date of the tender should consider their tender as unsuccessful. Please note that no tender will be accepted by fax or e-mail.

Mrs M Ndlovu
Municipal Manager,
King Cetshwayo District Municipality
Private Bag X1025,
RICHARDS BAY 3900
3900

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. (See www.cidb.org.za) which are reproduced without amendment or alteration are, for the convenience of Tenderers attached as an Annex to this Tender Data.

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

Clause

Number Tender Data

F.1.1 The employer is the King Cetshwayo District Municipality

F.1.2 The Tender documents issued by the employer comprise:

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

Part 1: Agreements and contract data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Conditions of Contract
- C1.4 Contractual Documentation

Part 2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bills of Quantities

Part 3: Scope of work

- C3 Scope of Work

Annexures

F.1.4 The Employer's agent, for the purposes of any communication between the employer and tenderer, is:

Queries	Tender queries		Technical Queries	
Name:	Mr. M Mkhize		Mr Z Ndlovu	
Postal Address:	Private Bag X1025 Richards Bay 3900		Private Bag X1025 Richards Bay 3900	
Physical Address	King Cetshwayo House, Corner Kruger Rand & Barbados Bay Road, Richards Bay CBD		King Cetshwayo House, Corner Kruger Rand & Barbados Bay Road, Richards Bay CBD	
Tel /Fax No.:	035 799 2715	086 514 9772	035 799 2513	035 789 2627
E-mail:	mkhizem@kingcetshwayo.co.za		mtetwat@kingcetshwayo.gov.za	

F.2.1 Only those Tenderers who are registered with the CIDB, **four CE/GB or higher (4CE/GB or higher)** class of construction work and are registered with the CIDB as having a record of accomplishment, are eligible to submit Tenders.

Add the following to F.2.1.1

- a) Only Tenderers that can furnish proof of extensive previous experience in projects of similar nature, value, complexity, construction methods and similar contract period should submit bids.
- b) The Tenderer need to meet the minimum score for functionality being **70%**

F.2.7 There is no compulsory clarification meeting for this Tender.

Addenda will be uploaded in the KCDM website.

F.2.12 If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Representative.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements so as to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects to the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount Tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Each Tender offer communicated on paper shall be submitted as an original, plus 0 copies.

F.2.13.5 The employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender box:		In the foyer of the offices of the King Cetshwayo District Municipality, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay
Identification details	Reference Number	Reference No. KCDM/33/2021
	Title of Tender	TENDER FOR THE APPOINTMENT OF PANEL OF CONTRACTORS FOR THE IMPLEMENTATION OF KING CETSHWAYO DISTRICT MUNICIPALITY VIP SANITATION PROJECTS FOR THE PERIOD ENDING 30 JUNE 2025
	Closing Date	Xxxx
	Time	12h00
Postal address:		Private Bag X1025, Richards Bay, 3900

F.2.15 The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.

F.2.16 The Tender offer validity period is 90 days

F.3.4 Tenders will be opened immediately after the closing time for Tenders.

F.3.11 The procedure for the evaluation of responsive Tenders is as per Method 2.

F3.11.9 Scoring Quality

Substitute the word 'quality' wherever it appears with the word 'functionality'.

The table below lists the scoring criteria and weighting for the score achieved against the relevant schedule:

NO.	CRITERIA	WEIGHT
1.	Tenderer's Experience	
	Successful completion of similar projects (in nature and value) in the last five (5) years a) No Project (Disqualification) b) 1 project (4) c) 2 projects (8) d) 3 projects (12) e) 4 projects (16) f) 5 projects and above (20) Note: Returnable Schedule RS011	20
2.	Key Personnel: Site Agent / Contracts Manager	
	Site Agent/ Contracts Manager with LIC NQF 5, the following Qualifications and experience: a) No experience or less than 1 year experience (Disqualification) b) Approved 3yr Degree / Diploma in the built environment with 1-2 years' relevant experience in the position (10) c) Approved 3yr Degree / Diploma in the built environment with more than 2 years relevant experience in the position (20)	20
3.	Key Personnel: Foreman	
	Foreman with with LIC NQF4 and the following experience: a. No experience or less than 1year experience (Disqualification) b. 1-2 Years relevant experience in building projects (7) c. 3 years and higher experience in building projects (15) Note: Returnable Schedule RS011.2	15
4.	Safety Officer/Health & Safety Staff	
	a. No experience (0) b. Less than 2 years experience in the position (3) c. 2-5 years experience in the position (6) d. 5-8 years experience in the position (10) e. More than 8 years experience (15) Note: Returnable Schedule RS011.2	15
5.	Preliminary Construction Programme	

	Submission of the following comprehensive construction programme indicating all work flow items a. No programme (0) b. Poor (only major work items shown and exceeds estimated duration) (5) c. Adequate (all necessary work items shown) (10) d. Excellent (all necessary work items shown including links between tasks) (20) Note: Returnable Schedule RS016	20
7.	Locality of the Tenderer	
	<i>Locality of the Tenderer</i> a) Outside KZN (3) b) Inside KZN (6) c) Inside the King Cetshwayo District Municipality (10) Note: Returnable Schedule RS007	10
TOTAL		100

The tenderer needs to score a minimum of 70% to be considered responsive.

F.3.13.1 Tender offers will only be accepted if:

- a) The Tenderer complies with the legal requirements stated in the Tender Data and Returnable Schedule.
- b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) The Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the Tender process.

F.3.17 The number of tender documents copies of the signed contract to be provided by the employer is one.

F.3.18 Tenderers who submit the fraudulent documentation will be automatically disqualified from the bidding process and will also be black listed in terms of the King Cetshwayo District Municipality blacklisting policy and will be included into the National Treasury Fraud Database.

T1.2.1 CONDITIONS OF TENDER**A. GENERAL**

1. King Cetshwayo Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or any part of a tender.
2. The conditions of tender are based on Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience often there as an Annex to this Tender Data.
3. The Standard Conditions of Tender make several references to the Tender Data for details that specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
4. This contract will be governed by King Cetshwayo District Municipality "Conditions of TENDER" as outlined in this document only and not any condition supplied by the Tenderer.
5. The quantities called for in this tender are an estimated quantity and King Cetshwayo District Municipality reserves the right to take more or less than the quantity specified.
6. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings / pamphlets returned with the tender documents must be firmly bound and marked as "Additional" to the specific tender reference number.
7. All items offered on this tender must be new and of the latest design.
8. Only tenders on King Cetshwayo District Municipality official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. Failure to do so will invalidate such tender.
9. It must be clearly understood by the Tenderer, that no order/s for such commodities or services required by the King Cetshwayo District Municipality will be recognized by the Tenderer unless an King Cetshwayo District Municipality official order is issued and it is further understood that King Cetshwayo District Municipality will not accept responsibility for any payment to the Tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to King Cetshwayo District Municipality, Financial Department, Private Bag X1025, RICHARDS BAY, 3900.
10. Should it be considered necessary by the Tenderer, in the interest of design, quality or inspection for whatever reason that a King Cetshwayo District Municipality official should proceed to other centers for inspection purposes, such costs shall be for the account of the Tenderer.
11. Only tenders received by 12h00 on the given closing date will be considered. No late tender by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
12. No telegraphic, e-mail or faxed tenders will be accepted and all posted or tenders sent by couriers, must be clearly marked with the postal address.
13. No correction fluid/ tape should be used on this tender document. Any alterations on the document should be signed by the responsible person completing the document; failing to adhere to this will disqualify your tender.
14. ALL PRICES QUOTED MUST INCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THIS TENDER.
15. SERVICE PROVIDER (SP) TAX STATUS WILL BE VERIFIED ON CSD.

16. B. DEMONSTRATIONS AND INSPECTIONS

17. All Tenderers must be prepared to demonstrate where required, free of charge and obligation, at the King Cetshwayo District Municipality or any other area within the boundary of the King Cetshwayo District Municipality, any items offered in this tender.
18. Where officials are required to attend demonstrations or inspections outside the District Municipality boundary of Richards Bay, all costs to attend such demonstration must be borne by the Tenderer.

C. DELIVERIES, COMPLETION AND PENALTIES

19. Delivery date to be negotiated on placing the order.
20. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.
21. Where the supplier fails to deliver within the scope of the specifications of this tender, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the tenderer will be held responsible for all costs involved.

D. PAYMENTS

22. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
23. Tenders must clearly state all settlement and trade discounts.
24. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the Municipal Manager or delegated official of the King Cetshwayo District Municipality.
25. The King Cetshwayo District Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and King Cetshwayo District Municipality reserves the right to consider compensation at its own terms.

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement - SANS 294)

F.1 General**F.1.1 Actions**

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the

employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.5 Seal the original tender offer. The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address..

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender

offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

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

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1 Returnable Schedules

- RS001 : Record of Addenda to Tender Documents
- RS002 : Compulsory Enterprise Questionnaire
- RS003 : NHBC Certificate
- RS004 : Contractor Registration with the Construction Industry Development Board
- RS005 : An original/certified copy of a valid Letter of Good Standing
- RS006 : Confirmation of ability to obtain a Performance Guarantee
- RS007 : Municipal Account Statement
- RS008 : Preferential Procurement – Optional MDB 6.1
- RS009 : Authority for Signatory
- RS010 : Tenderer’s Experience
- RS011 : Key Personnel
- RS012 : Declaration of Tenderers Past Supply Chain Management Practices
- RS013 : Declaration of Interest
- RS014 : Certificate of Independent Bid Determination
- RS015 : Dayworks Schedule
- RS016 : Preliminary Programme
- RS017 : Declaration of Competency on Health and Safety
- RS018 : Local Municipality Tendering For
- RS019 : Form of Acceptance and Declaration

3 The offer of the C1.1 Offer and Acceptance**4 C1.2 Contract Data (Part 2)**

Record of Addenda to Tender documents**RS001**

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

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

Attach additional pages if more space is required.

Compulsory Enterprise Questionnaire**RS002**

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

Failure to do so may lead to your Tender being disqualified.

Section 1: Name of enterprise:

--

Section 2: VAT registration number, if any:

--

Section 3: CIDB registration number, if any:

--

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 5: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 6: Record of service of the state

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

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

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

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

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months
*insert separate page if necessary			

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

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

Signed _____

Date _____

Position _____

Tenderer _____

NHBC Certificate

RS003

Attach certified copy of NHBC certificate

Failure to do so may lead to your Tender being

Contractor Registration with Construction Industry Development Board

RS004

The CIDB registration details are as follows:

Name of entity registered with CIDB: _____

Registration CRS number: _____

Registration category and class: _____

Failure to do so may lead to your Tender being disqualified.

Workmen's Compensation Letter of Good Standing**RS005****PAGE TO WHICH A VALID CERTIFICATE NUMBER OF THE WORKMEN'S COMPENSATION COMMISSIONER LETTER OF GOOD STANDING MUST BE ATTACHED.**

Please provide a valid certificate number of the Workmen's Compensation if registered with the department of labour, or attach valid original (or valid certified copy) of the Workmen's Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.

Workmen's Compensation registration number: _____

Workmen's Compensation certificate number: _____

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.

Confirmation of ability to obtain a Performance Guarantee

RS006

The tenderer must note that on the allocation/awarding of work in the panel shall be required to provide a performance guarantee equal in value to 10 (ten) % of the work allocated amount excluding VAT, such performance guarantee shall be one of the options indicated on the table below. Tenderer shall only select one option that will be applicable only when work is allocated to the tenderer.

Type of Security (Indicate if Value Added Tax is excluded from the Contract Sum and the value of the works for calculating the percentages)	Contractor's choice (Indicate "Yes" or "No")
<u>Cash deposit of 10% of the Contract Sum</u> Attach a letter from the bank confirming availability of funds equivalent to 10 (ten) % of the tendered amount exclusive of VAT.	
<u>Fixed Performance Guarantee of 10% of the Contract Sum</u> Attach a letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal to in value to 10 (ten) % of the tendered amount exclusive of VAT. The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderer's ability to obtain a performance guarantee The performance guarantee is to be issued by a Bank registered in terms of the Banking Act (94 of 1990).	
<u>Retention of 10% of the Works</u> Attach to this document a letter from the director/s giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 10 (ten) % is reached.	
<u>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works</u> <ul style="list-style-type: none"> • Attach a letter from the bank confirming availability of funds equivalent to 5 (five) % of the tendered amount exclusive of VAT. • Attach a letter from the director/s giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 5 (five) % is reached. 	
<u>Fixed Performance Guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works</u> <ul style="list-style-type: none"> • Attach a letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal to in value to 5 (five) % of the tendered amount exclusive of VAT. The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderer's ability to obtain a performance guarantee The performance guarantee is to be issued by a Bank registered in terms of the Banking Act (94 of 1990) • Attach a letter from the directors giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 5 (five) % is reached. 	

Tenderers Name..... Signature.....
 Failure to do so may lead to your Tender being disqualified.

IN THE CASE WHERE:

A. TENDERER IS PROPERTY OWNER FOR PURPOSE OF CONDUTING BUSINESS FROM ITS PREMISES

A.1

In the case where the tenderer owns the property from which the tenderer’s business operates from, an original or certified copy of the tenderer’s business municipal account (not older than 3 months) indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

OR

A.2

In the instance where the tender occupies Tribal land an original/certified affidavit from commissioner of oath, confirming that the tenderer is residing in the area where no municipal account is billed. If the property rates, electricity, water, refuse is charged by the municipality, the original or certified copy of the statement not older than three (3) months in the name of the service provider or any of its directors must be attached.

NB: Should there be separate tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

OR

B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES

B.1

In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

B.2

In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer to provide an original or certified copy letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

B.3

In the case where the tenderer operates in the property owned by relative and does not pay rent or rate an affidavit from the relative confirming such must be attached

Failure to do so may lead to your tender being disqualified.

Please select the relevant option by ticking below

Preferential Procurement-Optional	RS008
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MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P. min = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QS

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of

the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a - period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Please attach, to this page, an original or certified copy of the valid B-BBEE status level verification certificate, issued by either:

- A Verification Agency that was accredited by the South African National Accreditation System (SANAS).
- Sworn Affidavit downloaded from DTI website in case of an EME or QSE

Failure to do so may lead to your tender being disqualified.

Certificate of authority for signatory	RS009
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This Returnable Schedule is to be completed by companies and close corporations.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category. **Failure to do so will lead to your Tender being disqualified.**

A Company	B Joint Venture	C Close Corporation

A. Certificate for company

I,, managing director of the board of directors of .
, hereby confirm that by resolution
 of the board taken on 20. . ., Mr/Ms, has been duly authorized
 to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

- 1.....

Managing director
- 2.....

Date

B. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the company
, acting in the capacity of lead partner, to sign all documents in connection
 with the tender offer and any contract resulting from it on our behalf.

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

C. Certificate for close corporation

We, the undersigned, being the key members in the business trading as
.....hereby authorize Mr/Ms
....., to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Tenderer's Experience

RS010

RS010.1 LIST OF SIMILAR PROJECTS CARRIED OUT OVER THE PAST 5 YEARS

1. Tenderers must take care to provide accurate information in this return. Incorrect contact details of references listed may have a negative impact on scoring.
2. Table RS011.1.1 is a statement of similar work successfully executed by the Tenderer. If the space provided is insufficient, add more projects on a separate sheet by photocopying this template.
3. The Tenderer must indicate the numerical list number out of a given total number of lists submitted on the right top corner of each list.
4. The Tenderer should also indicate duration of each project in weeks as this will be used to calculate the number of years of relevant experience.
5. The tenderer must attach their completion certificates or signed reference letter from the client outlining the tenderers performance also outlining the value of the contract.

Table RS010.1.1: List of similar Projects carried out over the past 5 years (List 1 of ... Lists)

Employer:	Contact person (Employer's Agent)	Description of contract (name of project)	Project Value (incl. VAT)	Completion Date	Duration (weeks)
1. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
2. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
3. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
4. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
5. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
Total duration in number of weeks (for official use only)					

Key personnel**RS011****RS011.1 LIST OF KEY PERSONNEL ASSIGNED TO THE CONTRACT**

1. Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:
2. Curriculum Vitae of all proposed staff need to be attached.

Table RS011.1.1: *List of personnel to be assigned to this project*

Name	ID No.	Current Position	No. of Years Employed	Qualifications / Experience
CATEGORY 1 – CONTRACT MANAGER OR SITE AGENT				
1.				
2.				
3.				
4.				
CATEGORY 2 – HEALTH AND SAFETY STAFF				
5.				
6.				
7.				
CATEGORY 3 – SITE SUPERVISOR				
8.				
9.				
10.				
CATEGORY 4 – OTHER				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

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

RS011.2 ATTACH A PROPOSED ORGANOGRAM TO THIS PAGE

RS011.3 CURRICULUM VITAE OF KEY PERSONNEL

Contractors shall employ in labour-intensive works in infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

The following levels of qualification is particularly required:

- Foremen / Supervisors: N3/Metric and "Manage Labour-Intensive Construction Processes" at NQF level 4;
- Site Agent / Construction Manager: National Diploma or 3-year Degree in Civil Engineering or Building and quantity survey and NQF level 5 "Manage Labour-Intensive Construction Processes"

Health and Safety staff at **“minimum of Samtrac”**

CURRICULUM VITAE OF KEY PERSONNEL

Curriculum Vitae of key personnel to be attached to this page for whom functionality points are sought:

- Contracts Manager/ Site Agent
- Foreman
- Safety officer

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects:

- Site Agent
- Foreman

Declaration of Tenderer's Past Supply Chain Management Practices**RS012**

- 1 This Municipal Tendering Document must form part of all Tenders 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 Tender of any tenderer may be rejected if that tenderer, 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 Tender.

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the tenderer 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 tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 Tenderer

Declaration of Interest

RS013

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

1.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

.....
Signature.....
Date.....
Capacity.....
Name of Tenderer

Certificate of Independent Bid Determination**RS014**

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 the 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 with any competitor regarding:
 - (a) Prices
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. 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.
- 11. 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 Tenderer

Day-Works Schedule

RS015

This day work schedule will be used at the discretion of the Agent for the valuation of extra work, which cannot conveniently be valued at rates submitted in the Bill of Quantities.

The rates entered for labour and material shall be inclusive of overhead charges and profit, site supervision of staff, insurances, holidays with pay and the use and maintenance of small hand tools and non-mechanical plant, traveling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed “on-costs”. The rate used in the deduction of the value of the day work is thus the basic rate plus the percentage “on-costs”.

In the case of plant no “on-costs” items is provided. The rate entered shall include any of the above “on-costs” which are pertinent and shall include operator’s costs, consumable stores, maintenance, etc.

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

A LABOUR

- 1 Unskilled _____ per hour plus _____ % “On-Cost”
- 2 Semi-skilled _____ per hour plus _____ % “On-Cost”
- 3 Skilled _____ per hour plus _____ % “On-Cost”

B MATERIAL

The TENDERER shall state the percentage “On-Cost” he will add to the basic price of materials.

_____ %

Preliminary Programme**RS016**

The tender below shall outline his proposed programme for the completion of the Works to conform with the requirements set out in the Appendix to the Form of Tender. The Typical Construction Programme must be for building one VIP toilet over a period of 5 days

The successful Tenderer shall use the programme submitted below as the basis for the detailed programme, which is to be provided 14 days after the handing over of the site.

ACTIVITY NO.	DESCRIPTION OF WORK	ENVISAGED DURATION	STARTING WEEK	FINISHING

Declaration of Competency on Health and Safety Requirements**RS017**

Tenderer to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2014.

In order to demonstrate these competencies, the Tenderer is to provide with his tender (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in the safety plan:

- What administrative procedures the Contractor envisage to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisage and how he would go about to execute it.
- The Contractor should indicate which competent (as described in the OSH Act) persons he currently has in his employ or he plans on employing and attach abbreviated Curriculum Vitae of these persons.

DECLARATION BY TENDERER**SIGNATURE****DATE**

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2014 and that an approved Health and Safety Plan will be submitted prior to commencing with this contract.

Local Municipality Tendering For**RS018****TICK LOCAL MUNICIPALITY TENDERING FOR (v)**

KING CETSHWAYO DISTRICT MUNICIPALITY	
NAME OF LOCAL MUNICIPALITIES	TICK
1. uMfolozi Local Municipality	
2. uMthonjaneni Local Municipality	
3. uMlalazi Local Municipality	
4. Nkandla Local Municipality	

Failure to do so may lead to your Tender being

Form of Acceptance & Declaration

RS019

The Municipal Manager
King Cetshwayo District Municipality
Private Bag X1025
RICHARDS BAY
3900

I/We.....
..... **(To be completed) (Representative or Company name)**

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

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

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

I/We also agree:

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

King Cetshwayo District Municipality
Private Bag X 1025
RICHARDS BAY
3900
- (c) the law of South Africa will govern the contract created by acceptance of our Tender and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our Tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) the information provided is true and correct;
- 2) the signatory to the Tender document is duly authorized;
- 3) I/we are registered for Workmen’s Compensation and the valid original (or valid certified copy) of the Workmen’s Compensation Commissioner’s Letter of Good Standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen’s Compensation Commissioner will be accepted

In the case where it is not possible for a tenderer to obtain the above letter of good standing from the Workmen’s Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen’s Compensation Commissioner.

In the case where a business does not employ any employees an affidavit together with a letter from the Workmen’s Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

- 4) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) My municipal rates and taxes are paid up to date and the required proof is attached:

A. TENDERER IS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM ITS PREMISES

- A.1 In the case where the tenderer owns the property from which the tenderer’s business operates from, an original or certified copy of the tenderer’s business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

NB: Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

OR

B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES

- B.1 In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from it’s landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or
- B.2 In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer to provide an original or certified copy of the letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PART C1: AGREEMENTS AND CONTRACT DATA

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IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and may be disqualified in the discretion of the Employer.

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of

TENDER NO. KCDM/33/2021: TENDER FOR THE APPOINTMENT OF PANEL OF CONTRACTOR FOR THE IMPLEMENTATION OF KING CETSHWAYO DISTRICT MUNICIPALITY VIP SANITATION PROJECT FOR THE PERIOD ENDING 30 JUNE 2025

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider 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.

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

Signature(s)

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

For official use		
INITIALS OF KCDM OFFICIALS AT THE TENDER OPENING SESSION		
1.	2.	3.

Form B: ACCEPTANCE

By signing this part of the 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:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein and unless agreed mutually elsewhere in writing between the Employer and the Tenderer, this agreement comes into effect on the earliest of: (a) Two weeks following the date on which the tenderer acknowledges the receipt of a formal letter awarding the contract; (b) the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of receipt of either the letter from the Employer alluded to in (a) or the document alluded to in (b) above 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, effective from the date of signature below by the Employer.

Signature: *(of person authorized to sign the acceptance)*.....

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organization)* King Cetshwayo District Municipality

Address: Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay or Postal Address: Private Bag X1025, Richards Bay, 3900. **Telephone number:** 035 7992500. **Fax number:**.....

AS WITNESS

Signature: **Name:** *(in capitals)*

Date:.....

Form C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by King Cetshwayo District Municipality prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer’s covering letter will not necessarily 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.

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.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

- 1. **Subject:**
Details:
.....
- 2. **Subject:**
Details:
.....
- 3. **Subject:**
Details:
.....
- 4. **Subject:**
Details:
.....
- 5. **Subject:**
Details:
.....
- 6. **Subject:**
Details:
.....
- 7. **Subject:**
Details:
.....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy

of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*.....

Witness:

Signature:

Name:

Date:

FOR KING CETSHWAYO DISTRICT MUNICIPALITY

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

Form D: CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), 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 on this

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.2 CONTRACT DATA

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER
1.1.13	The Defects Liability Period is: 12 months
1.1.1.15	The name of the Employer is: King Cetshwayo District Municipality
1.1.1.26	The Pricing Strategy is: Re-measurement
1.2.1.2	The address of Employer:
	<u>Physical:</u> <u>Postal:</u>
	King Cetshwayo House, Cnr Krugerrand & Barbados Bay Streets, CBD, Private Bag X 1025
	RICHARDS BAY, 3900 RICHARDS BAY, 3900
	Telephone No: (035) 799 2500 Fax No: (035) 799 1409

REF. CLAUSE NO.	DATA BY CONTRACTOR
5.3.1	The documentation required before commencement with Works execution are:
	<ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Cash flow projection aligned to programme
5.3.2	The time to submit the documentation required before commencement with Works execution is: 14 Days
5.8.1	Non-working days are: Sundays
	The special non-working days are public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.
5.13.1	The penalty for failing to complete the Works will be the lesser of 0.05% of the offered total of prices excluding VAT per calendar day.
5.16.3	The latent defect period is: 10 years
6.5.1.2.3	The percentage allowances to cover overhead charges:
	<ul style="list-style-type: none"> • 10% of the gross remuneration of workmen and foremen actually engaged in the day-work; and • 7.5% on the net cost of materials actually used
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80% provided a session in favour of the Employer is provided from both the supplier and the Contractor.
6.10.3	The retention money: The percentage retention on the amounts due to the Contractor is 10% up to a limit of 5% of the contract value with 50% being released on issuing of Certificate of Completion.
6.10.5	The defects Liability Period is specified as being 12 Months.
8.6.1	<p>INSURANCE EFFECTED BY THE EMPLOYER</p> <p>a) Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.</p> <p>CONTRACT WORKS AND SASRIA SPECIAL RISKS Insurance - which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p>PUBLIC LIABILITY Insurance - which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R3 000 000.00 in respect of all claims arising</p>

REF. CLAUSE NO.	DATA BY CONTRACTOR
	<p>from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>b) The Employer shall pay the premium in connection with the insurance affected by the Employer. A provisional sum is included in the Bill of Quantity and will have to be paid over to the Insurance Brokers by the awarded contractor.</p> <p>c) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.</p> <p>d) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Sankofa Insurance Brokers, Telephone (011) 025 6566 e-Mail nngwenya@sankofaib.co.za.</p> <p>e) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-</p> <p>(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telex or telefax giving the circumstances nature and an estimate of the loss or damage or liability;</p> <p>(i) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay; and</p> <p>(iii) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.</p> <p>The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.</p> <p>f) The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.</p> <p>The Deductible (First Amount Payable) for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows: -</p> <p>1) Under the Contract Works Insurance shall be:-</p>

REF. CLAUSE NO.	DATA BY CONTRACTOR
	<p>i) Elemental perils R 5 000.00 ii) Theft, Malicious Damage R 5 000.00 iii) Any other Cause R 5 000.00</p> <p>2) Under the Public Liability Insurances in respect of loss of or damage to property shall be:- i) Underground Services R 5 000.00 ii) Any Other Cause R 5 000.00</p> <p>3) Under any other insurance shall be as specified in such insurance policy.</p> <p>g) Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.</p>
8.6.1.1.3	R Nil
10.4	Dispute resolution by amicable settlement.
10.5.3	The number of Adjudication Board Members to be appointed is: Nil

PART 2 : DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor:
	<u>Physical:</u> <u>Postal:</u>

	<u>e-mail:</u>
	<u>Telephone No:</u> <u>Fax</u> <u>No:</u>
1.1.1.14	Time for achieving Practical Completion of the whole of the Works is: 3 years for the entire duration of the contract but practical completion shall be established based on work allocated per financial year)

C1.3 CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works, Third Edition, 2015.

The additional clauses to the General Conditions of Contract are:

PREAMBLE

The Special Conditions of Contract contains clauses hereinafter defined and forms an integral part of the Conditions of Contract. In the case of any discrepancy or conflict with any part of the General Conditions of Contract, the Special Conditions of Contract shall take precedence and shall govern.

CONTRACTOR'S RESPONSIBILITY FOR SETTING OUT**Add to Clause 9.1.5.1**

The Contractor shall take special precautions to protect all permanent survey beacons, bench-marks, stand boundary pens and trigonometrical beacons regardless whether such pegs or beacons were placed before or during the execution of the contract. If any such beacons or pegs which would not otherwise have been affected by construction of the works, have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

NATURAL VEGETATION (ADDITIONAL SUB CLAUSE)**Add new Clause 8.1.6**

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

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

ENGAGEMENT OF EMPLOYEES**DELAY THROUGH OPPORTUNITIES AFFORDED TO OTHER PERSONS****Add to Clause 10.1.3**

“Whenever the Contractor considers that he is suffering a delay in the smooth running of his work as the result of the execution of any work on the Site by other persons he shall report to the Engineer/Employer in writing within twenty-four (24) hours of the occurrence thereof the circumstances and extent of such delay. The Engineer/Employer shall take such steps to resolve the problem as he considers necessary. Failure on the part of the Contractor to report to the Engineer/Employer such delay at the time of its occurrence shall invalidate any claim to any extension of time in terms of **Clause 10.1.1**”.

Add new Clause 4.11.2

“The Contractor shall at all times exercise strict control over his employees to prevent, as far as possible, any unruly or unlawful behaviour by or amongst the labourers, local community members or leadership thereof and other employed by him.

The Contractor shall not engage or otherwise employ on the Works any person who, at the time of signing the contract, was employed by the Employer upon the Works, unless the Contractor obtains the written consent of the Employer or Employer's Representative in respect of the employment of such person”.

INSURANCES**Amend Clause 8.6**

Clause 8.6 of the General Condition of Contract will be superseded by a principle controlled construction insurance which is provided by the King Cetshwayo District Municipality on all contracts.

Tenderers are to specifically note the detail of insurances affected by the employer as depicted under **Clause 8.6.1** as “insurance effected by the Contractor”.

EXTENSION OF TIME DUE TO INCLEMENT WEATHER**Add the following to sub-Clause 5.12.2.2**

(b) Abnormal climatic conditions.

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of **Clause 5.12** of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data

Rw = Actual rainfall for the calendar month concerned in mm

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Employer's Representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items:

Information of the records of the nearest rainfall station are given below for the Contractor's information:

* WB42 climate statistics from the South African Weather Services.

1. Rainfall station : Dougvale

Average annual rainfall : 742 mm

Period : 1990 - 2009

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

MONTH	Nn (No)	Rn (mm)	MONTH	Nn (No)	Rn (mm)
January	4	178	July	0	12
February	4	142	August	1	29
March	3	85	September	1	41
April	2	46	October	4	100
May	1	24	November	4	120
June	0	18	December	5	138

2. Rainfall station : Ulundi

Average annual rainfall : 557mm

Period : 1990 - 2009

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

MONTH	Nn (No)	Rn (mm)	MONTH	Nn (No)	Rn (mm)
January	2	79	July	0	26
February	3	86	August	0	11
March	1	42	September	1	28
April	1	30	October	1	52
May	1	11	November	3	100
June	0	15	December	2	78

3. Rainfall station : Richards Bay (0305)

Average annual rainfall : 1 228 mm

Period : 1961 - 1990

Average number of days per year with rainfall exceeding:

Y = 10mm
X = 20mm

MONTH	Nn (No)	Rn (mm)	MONTH	Nn (No)	Rn (mm)
January	3.5	172	July	1.6	60
February	4.0	167	August	1.8	65
March	3.2	107	September	2.5	77
April	3.1	109	October	3.4	105
May	2.3	109	November	3.3	114
June	1.6	57	December	2.7	86

4.

EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR

Add the following to Sub Clause 5.12.2.4

“Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor’s control.

Any strike within the confines of the Contractor’s company and/or this project only, will be deemed to be within the Contractor’s control”.

DEFECTS LIABILITY PERIOD

Add the following to Sub Clause 7.9

7.9.1 Emergency repairs during defects liability period

7.9.1.1 Classification

Any defect resulting in an interruption in the supply of services will be deemed an emergency repair, and the timing of the works is then of an urgent nature. Such classification will be at the discretion of the Engineer and communicated as such to the Contractor.

7.9.1.2 Availability of Contractor for emergency repairs

During the defects liability, the Contractor will ensure that a member of his staff will at all times of day or night be contactable through a cell phone in the event of having to effect an emergency repair.

The Contractor shall as a minimum comply with the following requirements:

- i) A minimum of 1 artisans and 1 skilled labourer shall be available to attend to an emergency repair at all times during normal hours and after hours.
- ii) Suitable tools, plant, transport, test equipment, spares and repair kits shall be available at all times to do the necessary emergency repairs.
- iii) Above labour and resources shall be available on all weekdays including Saturdays, Sundays and public holidays and the names, addresses and contact information shall be made available to the Employer and Engineer for this purpose.

7.9.1.3 Procedure for commencement and execution of works

Upon notification of a defect by the Employer, the Engineer or his representative will instruct the Contractor to attend to the said emergency repair, which instruction will be verbal, and thereafter confirmed in writing.

The Contractor must within 6 hours from such notification arrive on site so as to define the extent of the repair required and must immediately make arrangements to have such a repair rectified, which repair must be effected within 12 hours thereafter.

7.9.1.4 Communication in the event of emergency repairs

The Contractor will immediately upon arrival inform the Engineer of the extent of the problem and also of the anticipated timeframe required to effect the repairs thereto.

Immediately upon completion of the repairs, the Contractor has to provide a verbal notification to the Engineer to the fact that the works have been completed and confirm same within 12 hours in writing.

7.9.1.5 Failure to effect emergency repairs

In the event that the Contractor should fail to attend to the emergency repairs as described above and within the response times noted, the Employer shall be entitled to carry out such work by his own workman or by other persons without further notification to the Contractor and to recover the cost thereof from the Contractor.

CESSION FOR CASH ADVANCEMENTS

No cessions for cash advancements will be entertained by the employer for whatever reason. Cessions will only be accepted for payment of material and nominated sub-contractors, and payment will only be effected on delivery and fixing of material in the required position.

OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act (Act No. 85 of 2014) and the Regulations framed there under.

The Contractor shall also ensure that any Sub Contractor employed by him shall also comply with the Act and the Regulations.

The contractor shall submit an approved Health and Safety plan prior to commencement with this contract.

TENDER ACCEPTANCE

The Employer does not bind itself to accept the lowest tender or any tender or furnish any reasons for the acceptance or rejection of any tender.

LABOUR INTENSIVE CONSTRUCTION REQUIREMENTS

PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

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

APPLICABLE LABOUR LAWS

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated..

1 Introduction

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

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a EPWP are employed on a temporary basis.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

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

5 Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker’s daily task rate, if the worker works for less than four hours;
 - (b) double the worker’s daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- 9.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.

- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11 Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;

- (e) the training that the worker will receive during the EPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

- 13.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.
- 13.3 The Contractor must keep in the project site office the minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.
- 13.4 This should be safely kept for job creation data verifications and periodical audits on projects conducted by National Department of Public Works and Auditors.

14 Payment

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

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

16 Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 2014.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

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

18 Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- the worker's full name;
 - the name and address of the employer;
 - the EPWP on which the worker worked;
 - the work performed by the worker;
 - any training received by the worker as part of the EPWP;
 - the period for which the worker worked on the EPWP;
 - any other information agreed on by the employer and worker.

20 Contractor's default in payment to Labourers and Employees

- 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.

21 Provision of Handtools, PPE and EPWP overalls

- 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. All workers shall be provided with the necessary PPE and the standard EPWP two piece orange overall set. The overalls should have the DPW logo on the left hand side, the EPWP logo on the right hand side (chest). "EPWP" should also be printed in Arial, Bold, Black on the back of the overall.

22 EPWP signage board

EPWP at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

23 MINIMUM LABOUR BASED TARGETS

The following minimum labour based targets are required to be met:

23.1 LABOUR BUDGET AS PERCENTAGE OF PROJECT BUDGET

A minimum of 15% of the Project Budget is required to be spent on local community labour.

23.2 EMPLOYMENT OF LOCAL LABOUR

- (i) The Contractor is required to make maximum possible use of the local labour force from the community, which is at present underemployed or unemployed.
- (ii) To this end the Contractor is required to give preference to the use of local labour and limit the use of non-local labour to key personnel only.
- (iii) 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
- (iv) Local labour is defined as “people who reside in the community who have preferably been identified by the Project Steering Committee to be employed”
- (v) Key Personnel – are defined as foremen and skilled labourers without whom the particular job could not be accomplished. As far as possible these people should impart their management and building skills to individuals within the community workforce who show a keen interest and display a willingness to learn.

23.3 EMPLOYMENT OF WOMEN, YOUTH AND DISABLED PERSONS

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

- a) 55 % women; 45% men
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

24 MINIMUM REPORTING

24.1 CONTRACTORS REPORT

The Contractor is required to complete a Contractors Report, which is to be submitted together with the Contractors Payment Claims all as per the “Reporting Schedule 1 - 5 (overall)” attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided.

24.2 PROGRESS REPORTS

Progress report detailing production output compared to the programme of works shall be submitted monthly.

24.3 WORKER CONTRACTS

All worker contracts for workers employed during the month must accompany the Reporting Schedule 1 - 5 attached hereto.

25 EPWP CONTRACT FOR LABOUR

It is compulsory that shortly after the contractor and/or sub-contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination.

26 SKILLS DEVELOPMENT

EPWP Local labour needs to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor to ensure that the mandatory life skills are provided to 100% of workforce on site.

Contractor shall also provide all necessary on-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.

The latter is not mandatory to all as it covers technical skills. Few beneficiaries can be identified to undergo through further technical training to prepare them for opportunities as semi-skilled Artisans

27 ATTACHMENTS

Reporting Schedule 1 (Daily Site Attendance Register)

Reporting Schedule 2 (Payment Register)

Reporting Schedule 3 (Beneficiary List)

Reporting Schedule 4 (Monthly progress report)

Reporting Schedule 5 (Contractors Monthly Report on Sub-contractors)

C1.4 CONTRACTUAL DOCUMENTATION

C1.4.1 CONSTRUCTION GUARANTEE

Contract No: Tender No **KCDM/33/2021**

WHEREAS **King Cetshwayo District Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....

(hereinafter called “the Contactor”) on the: day of: 20

for

at

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

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of

.....Rand (in words); R
(in figures)

- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

IN WITNESS WHEREOF this guarantee has been executed by us at
 on this day of 20

Signature

Duly authorized to sign on behalf of

Address

As witnesses:

1

2.

C1.4.2 AGREEMENT OF INDEMNITY IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 2014

THE KING CETSHWAYO DISTRICT MUNICIPALITY

duly represented herein by in his capacity as

..... (hereinafter referred to as "EMPLOYER")

and

.....

duly represented herein by in his capacity as

.....

(hereinafter referred to as the "MANDATORY")

The EMPLOYER and the MANDATORY hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 2014 (Act 85 of 2014, hereinafter referred to as “the Act”), that as far as the work described in 1 hereafter, the following arrangements and procedures shall apply between them to ensure compliance by the MANDATORY with the provisions of the Act, namely:

1. DESCRIPTION OF WORK :
.....
.....
.....
.....
.....
.....

2. DEFINITIONS :

- 2.1. EMPLOYER : means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1956 (Act No 28 of 1956).
- 2.2. MANDATORY : includes an agent, a contractor or a sub-contractor for word, but without derogating from his status in his own right as an employer or a user.

3. ARRANGEMENTS AND PROCEDURES:

- 3.1. The MANDATORY as an employer in his own right, undertakes to acquaint the appropriate officials and employees of the MANDATORY with all relevant provisions of the Act and the regulations promulgated in terms of the Act;

- 3.2. The MANDATORY undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- 3.3. The MANDATORY hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions; and
- 3.4. The MANDATORY agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the MANDATORY has complied with his undertakings as set out more fully in paragraphs 1 and 2 above, which steps may include, but not be limited to, the right to inspect any appropriate site or premises.
- 3.5. The MANDATORY undertakes to furnish the EMPLOYER with a letter of good standing in terms of Section 89 of the Compensation for Occupational Injuries and Diseases Act 2014 (Act No 130 of 2014) before any work in terms of this agreement is commenced.
- 3.6. The MANDATORY undertakes to appoint a designated responsible person in terms of the Act, and to furnish the EMPLOYER with a copy of such appointment before any work in terms of this agreement is undertaken

THUS DONE AND SIGNED AT RICHARDS BAY ON THIS DAY OF 20.....

AS WITNESSES:

- 1.
(For and on behalf of the **EMPLOYER**)
- 2.

THUS DONE AND SIGNED AT RICHARDS BAY ON THIS DAY OF 20.....

AS WITNESSES:

- 1.
- 2.
(For and on behalf of the **MANDATORY**)

C1.4.3 TRANSFER OF RIGHTS AND INDEMNITY FOR MATERIALS ON SITE**TRANSFER OF RIGHTS FOR MATERIAL ON SITE**

Claim for materials on site, Payment Certificate No: Date:

Contract No: for (*contract title*)
.....I, the undersigned (*name of signatory*) in my capacity as..... of (*name of Contractor*)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto,

unto and in favour of (*name of Employer*)Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any effect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

The transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by Date
for and on behalf of the Contractor,

Witnesses by Date

[Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2015.]

INDEMNITY FOR MATERIALS ON SITE

We the....., (Bank or Insurance Company)

do hereby bind ourselves as surety in solidum and co-principal debtors to recompense the employer in the event of his not acquiring ownership of materials for whatever reason, or in the event of his lawfully being required to make payment of any sum of money to any third party in order to obtain or retain ownership of full and free possession of the said materials, in circumstances where the employer has paid the Contractor for the said materials on site in terms of Clause 52 (1)(e) of the General Conditions of Contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of such payment for the said materials on site, renouncing all benefits from the legal exceptions ordinis se excursion is et divisions "No value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to and shall not exceed

R..... (.....)

and will lapse after issue of the Certificate of Completion of the Contract, unless the surety is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

This undertaking is not negotiable or transferable and must be returned to us upon payment of the above-mentioned amount.

Bank/Insurance Company:

Address:
.....

Date:

C2 SCOPE OF WORK

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C2 SCOPE OF WORKS

C2.1 EMPLOYERS OBJECTIVE

The Employer's primary objective is for the establishment panel of contractors to undertake the construction of VIP sanitation in order to eradicate sanitation backlogs and infills under King Cetshwayo District Municipality.

C2.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

SABS 1200 A:	General (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 DB:	Earthworks (pit) (1989)
SABS 1200 G:	Concrete (Structural) (1982)
SABS 1200 GA:	Concrete (Small Works) (1982)

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications

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

SANS 10396:2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002) :	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
SANS 10298 (2004):	Indirect small to medium-sized gas chlorination systems for the disinfection of water.

Other documents:

The latest edition of "Standards and Guidelines" from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors

General Conditions of Contract 2015 (Third edition, 2015) Obtainable from the SA. Association of Consulting Engineers

C2.2 PROJECT SPECIFICATIONS

Prospective tenderers are hereby invited to tender on the **TENDER FOR THE APPOINTMENT OF PANEL OF CONTRACTORS FOR THE IMPLEMENTATION OF KING CETSHWAYO DISTRICT MUNICIPALITY VIP SANITATION PROJECT FOR THE PERIOD ENDING 30 JUNE 2025:**

GENERAL

The scope of work shall entails the site clearance, excavation of double pit, brick work for the pit/sub-structure, supply and assemble of the supper structure.

The purpose of this enquiry is to obtain form a panel of contractor to undertake the construction of VIP sanitstion..

SPECIAL CONDITIONS OF TENDER

2.2.1 General:

The successful Contractor will enter into a standard civil engineering contract: “**General Conditions of Contract for works of Civil Engineering Construction, 2015 3rd Edition**” with King Cetshwayo District Municipality, which together with the drawings and the attached specifications will form the contract agreement between the contractor and King Cetshwayo District Municipality.

The submitted price to be fixed and no escalation will be allowed over the contract period including possible extensions of time to be granted to the contractor, bearing in mind that King Cetshwayo District Municipality has 90 working days to award contract.

King Cetshwayo District Municipality has the right to remove sections of the work from the scope and undertake some with their own or other resources, always with the understanding that it will be done after giving due notice and agreement with the main contractor. King Cetshwayo District Municipality is under no obligation to award the quotation to any, or the lowest bidder.

The Contractor must hand in the completed document with all pages attached under his cover letter stating the final **amount excluding VAT** as well as indicating his lead time required for establishment and the time of completion in weeks. Any special requirements or alterations must be detailed in the cover letter.

2.2.2 Programme:

It is anticipated that the award of the quotation will be within two weeks of the closing date and it will be a requirements of the contractor to start within **14** days of award. Should it not be possible for the contractor to start that early, he must clearly indicate as such on his cover letter accompanying his quotation.

2.2.3 Alterations to specification and bills of quantities:

Should a Contractor wish to propose any alternative design, his offer must be accompanied by full details of such offer, together with his quotation amount thereof.

PS.2.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS.2.2 Labour Intensive Competencies of Supervisory and Management Staff

Contractors shall only engage supervisory and management staff in labour intensive works who have completed the skills programme outlined in Table 1.

Table 1: Skills programme for supervisory and management staff

Personnel	NQ F level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

PS.2.3 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the labour force which is at present underemployed.

To this end it will be expected of the Contractor to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above mentioned form will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Engineer.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Engineer by the 10th of each month.

The definition of youth being determined by age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

Labour intensive construction will be used to implement the Works and will include all of the following operations: -

- (a) Pit excavation.
- (b) Brick Laying;
- (c) Super structure assembling

Local labour shall be recruited by the contractor with the assistance of the project manager, locally elected labour desk, and CLO. Wage tariffs must comply with Dept. of Labour rates as set for the Civil Engineering Construction Industry for KZN.

PS.2.4 Construction Programme(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

PS.2.5 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The reduced scale drawings which form part of the tender documents shall be used for tendering purposes only.

Please refer to the back of this document to Annexure A.2 for the Tender drawings and list of drawings.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce therefrom all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Engineer to complete the drawings of record shall be made available to the Engineer before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

PS.2.6 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

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

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.2.8 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 2014, and the OHSA 2014 Construction Regulations 2015 issued on 18 July 2015 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

The Contractor's failure to comply will also be recorded on the King Cetshwayo District Municipal data base and will affect the award of adjudication points to the Contractor on future work tendered for.

ART B : AMENDMENTS TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

INTRODUCTION

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract.

Details of such alternative or additional requirements applicable to this contract are contained in Part B1 of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed "PS" and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

Additional particular specifications are also included in Part B2 and are prefixed "P" and numbered alphabetically.

PART B1 : AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA GENERAL

PSA.1 MATERIALS (3)

PSA 1.1 QUALITY (3.1)

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

PSA.2 PLANT (4)

PSA.2.1 PLANT FOR CONSTRUCTION PURPOSES (No reference)

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

PSA.2.2 CONTRACTOR'S CAMP (4.2)

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements with the Local Authority regarding the housing of his employees and transporting them to site.

The Contractor shall provide in locations approved by the Engineer, adequate sanitary facilities for the use of all persons engaged on the Works. Such conveniences, which shall comply with Local Authority regulations, shall be maintained in a clean and hygienic condition and shall be properly secluded from public view and their use shall be strictly enforced.

The Contractor shall make his own arrangements with the municipal authorities for any bucket removals and shall bear all the costs in connection with such service. On removal of such conveniences the sites thereof shall be left in a clean, sanitary and tidy condition.

PSAB ENGINEER'S OFFICE

PSAB.1 NORMAL PROJECTS

PSAB.1.1 OFFICE BUILDINGS (Engineers Site Office) (1)

One site office shall be provided of at least 20m² area, complete with a level, 85mm concrete floor over 250micron USB green water proofing , insulated roof / ceiling, lockable door and be supplied with a table of at least 3.0m x 1.8m and 12 chairs. Allowance shall be made for the proper display and storage of plans and drawings.

In addition this office shall be fitted with an air conditioning unit of at least 12000 BTU capacity and powered by the contractor's electrical provision / arrangement during meetings at least twice monthly. This office shall not be used for the contractor's storeroom.

This office will be paid for per week and only once it is erected and approved.

At least one pit latrine or chemical toilets, suitably enclosed, shall be maintained close to all the engineers office at all times. All possible measures shall be taken to control odours.

The Engineer requires no telephone facilities

PSAB.1.2 NAME BOARDS(3.2.1)

The Contractor shall supply one name board in accordance with the details indicated in this document. (2.4m x 1.2m on metal frame on timber posts)

The board shall be placed in a position designated by the Engineer.

This board shall remain the property of the Contractor who shall dismantle and remove the said board on completion of the contract.

PSAB.1.3 LABORATORY (3.2.3)

Provide a suitably sized concrete curing pit / bath, filled with water and maintained, to keep all concrete test cubes submerged prior to delivery to an independent test laboratory.

PSAB.1.4 SURVEY FACILITIES (3.2.4)

The Contractor shall make available on site and maintain for use by the Engineer and / or his representative the following:-

- a) Two survey assistants as and when required.
- b) Two automatic levels (new, with calibration certificates) each with tripod;
- c) Two level staffs, all graduated metrically;
- d) Two 5m and one 30m tape measure;
- e) four ranging rods;
- f) steel pegs – No: 50, 12 mm dia. x 400 mm long; and
- g) Two x 1.8kg hammer.

PSC **SITE CLEARANCE**

PSC.1 **MATERIALS (3)**

PSC .1.1 **DISPOSAL OF MATERIAL** (3.1)

Suitable spoil sites will be located on site by the Engineer and confirmed by the issue of a site instruction. The Contractor may not make his own arrangements in this regard without the written approval of the Engineer.

PSC.2 **CONSTRUCTION (5)**

PSC.2.1 **AREAS TO BE CLEARED AND GRUBBED** (5.1)

Areas to be cleared and grubbed shall be classified as follows:

a) General Clearing and Grubbing

Any areas requiring particular clearing and grubbing must be agreed with the Engineer prior to any such clearing taking place. Any area cleared without the consent of the Engineer will not be measured in terms of this Clause and may result in further action being taken against the Contractor in terms of any contravention with the environmental management plan. Where the Engineer has instructed that clearing must take place or is required, it shall be measured as a strip 3m wide.

PSC3

EARTHWORKS**P.S 3.1 VIP Toilet specification**

Excavation

Most pit latrines provide sanitation for a single household, usually necessitating a pit about 1 m across and 3 m or more in depth (although much larger pits are common in some areas), or two shallow pits of up to 1.5 m in depth. The pit may be circular, square or rectangular in plan. Circular pits are more stable because of the natural arching effect of the ground around the hole, with no sharp corners to concentrate the stresses. However, people often find that square or rectangular pits are easier to dig. The depth of the pits often follows local traditions. It is usually advantageous to dig the pit as deep as possible, but this depends on soil conditions, cost of lining and the level of the groundwater.

Pit linings

The need for a pit lining depends upon the type of latrine under construction and the condition of the soil. In septic tanks and aqua privies, for example, which require watertight compartments, the pit is always lined. However, in pit latrines it is only necessary to have a lining if the soil is likely to collapse during the life span of the latrine. It is not easy to decide in advance whether a soil will be self supporting. If other excavations in the locality (such as shallow wells) have proved to be self-supporting over a number of years, then it is probably safe to assume that a pit for a latrine can be dug without support. Granular soils such as sands and gravels normally require support. Cohesive soils, such as silts and clays, and soils with a high proportion of iron oxides, such as laterites, are often self-supporting. However, silts and clays may lose their self-supporting properties when wet, particularly where there is a varying water table.

Fig. 3.1.1. Strength of pit shapes

If there is any doubt about the conditions, it is better to assume that the soil is not self-supporting. Increasingly it is recommended that all pits should be lined, especially where the design life is over five years. Failure of an unlined deep pit can be extremely hazardous for the person excavating it. If the failure occurs some years later it can be expensive for the owner and disturbing for the users. In all cases the top 300 500 mm should be lined and sealed to support the slab (and where necessary the superstructure) and to prevent contamination of the surface and entry of vermin.

The lining may be of any material that supports the soil and that will last as long as the design life of the pit. Commonly, materials such as fired bricks, concrete blocks, concrete, ferrocement and local stone are used, but stabilized soil blocks, old oil drums (though with a limited life in corrosive groundwater) and unglazed fired clay pipes have also been successful.

Quarried stone, where available cheaply, makes a satisfactory lining. The more regular blocks should be used for the top 500 mm with mortar joints. Less-regular stone can be used for the remainder of the lining without mortar in the vertical joints. The builders or masons must be skilled and experienced if the lining is to last a reasonable length of time. Where local stone is used, its durability must be confirmed. Some stone will deteriorate when exposed to air or water or to frequent changes between wet and dry conditions.

The use of timber or bamboo is not generally recommended, since they are subject to insect and fungal attack and often have a limited life. Some hard woods can be satisfactory provided they are treated with tar, creosote or other preservative to lengthen their life. Care must be taken to ensure that none of the preservatives leach into the groundwater as even low levels of some preservatives can be toxic (WHO, 1984). Woven cane and bamboo have been used for the lower part of a lining with stronger materials used

for the top 500 mm. However, unless the pits are designed to have an extremely short life, cane and bamboo should be avoided.

Construction

Shallow pits

In almost all cases, pits of up to 1.5 m in depth can be excavated to their full depth and then lined from the bottom up. If the soil is very loose, the sides of the excavation may have to be sloped to prevent collapse. The space between the lining and the soil can then be backfilled, preferably with a granular material such as sand or gravel. Granular materials are used because they fill the space between the soil and the lining without leaving large voids. They also act as a filter to prevent soil particles being washed into the pit. Voids behind the lining produce locally increased loads on the lining which may cause collapse.

It is usual to provide a foundation for the lining similar to that provided for a domestic house. In most soils, a foundation width equal to twice the wall thickness is usually sufficient (Fig. 7.2). In very soft ground it may be necessary to construct wider foundations to prevent the weight of the lining itself forcing it into the soil (Fig. 7.3). Where the superstructure load is not directly applied to the lining, a widened foundation may not be required since the load applied to the ground at the base of the lining is small and considerable skin friction builds up between the sides of the lining and the ground.

Soakpits or leaching pits require a porous lining to allow the wastewater to escape into the ground. The method of achieving this depends upon the lining material used. With bricks, blocks or local stone, a proportion of the vertical joints are left unmortared. These unmortared joints may be confined to specific courses (e.g., every third or fourth course) rather than being spread throughout the lining. This enables the fully mortared courses to carry the load exerted by the soil on the lining. Where the ground is relatively strong, a more open, honeycomb technique is used, with only small dabs of mortar joining the masonry. Alternatively, specially manufactured bricks with angled ends to suit round pits and a central opening to allow for infiltration may be used (D. J. T. Webb, personal communication).

Fig. 3.1.2. Lining for a shallow pit in firm grou

Fig. 3.1.3. Lining for a shallow pit in soft ground

Concrete, ferrocement and fired clay ring linings are made porous by creating holes of 25-50 mm in diameter through the lining. Alternatively, the ring joints are held open by small stones or bricks. Additionally, concrete linings may be made of "no fines" concrete, that is, concrete without any fine aggregate (sand). A mix of one part of cement to four parts of clean gravel (with stones of 6-18 mm in diameter) is suitable. Where precast rings are used, the upper and lower 100 mm of the ring should be made of conventional concrete for extra strength.

Deep pits

The method of excavating deep pits depends upon the stability of the soil during the construction period. In soils that are self-supporting, the pit may be dug to its full depth and the lining installed afterwards. If the ground is not self-supporting, the lining must be constructed as the pit is dug.

Where a lining is not required for support during excavation, the pit is dug to the full depth, making allowance for the thickness of the lining to be installed subsequently. Accurate dimensions are maintained by using a plumb bob to ensure verticality and a template, either circular or rectangular to retain the

horizontal dimensions. Ensuring correct dimensions minimizes the costs of lining and backfilling. Sometimes the soil near the surface is weathered and likely to collapse. In that case, the top metre of soil may be supported with a temporary lining (Fig. 7.4). If the finished lining is to be of precast concrete rings, then the top metre of soil will have to be excavated to a larger diameter so that the rings can pass inside the temporary lining.

Fig. 3.1.4. Excavation for a pit to be lined with precast concrete rings

When the hole has been excavated to the design depth, the bottom is levelled and cleaned. In firm ground, a foundation can be constructed by cutting a groove into the walls of the pit and building a ring beam. In exceptionally soft ground, where the lining is likely to sink into the floor of the pit, the ring beam foundation can be replaced by a floor slab of "no fines" concrete, 75-100 mm in thickness, covering the whole base of the pit. This will distribute the weight of the lining over a larger area of the pit base, thus reducing the load per unit area and preventing upwards heave of the soil (see 3.1.4).

Construction of linings

Precast rings

The use of precast concrete (Fig. 7.5) or fired clay rings for the lining of pits has the advantage that the lining can be prepared before excavation begins. This is particularly useful in weaker soils because it reduces the time the soil remains unsupported. The rings to be placed at the bottom of the hole may be porous, designed to allow the liquid wastes to seep into the surrounding soils or they may be sealed to create a wet tank, designed to increase the rate of sludge digestion. The ring nearest to the surface should be fully sealed to prevent entry of surface water and rodents and also contamination of the soil. As with shallow pits, any space between the back of the rings and the soil should be filled with sand or gravel.

Brick, blockwork and stone lining

These are built in a similar way to precast concrete linings, i.e., by building up from the foundations. With very deep pits it may be wise to allow time for the cement mortar to gain strength before filling any space behind the lining, to prevent the weight of the fill from deforming the lining. Except for the top 300-500 mm, the joints are left open as described above to ensure infiltration of liquid to the soil

Fig. 3.1.5. Pit bottom lined with precast concrete rings

In situ concrete lining

In this method the hole is lined with concrete cast in the hole (Fig. 3.1.6). After excavation, shuttering is positioned to a convenient height allowing for compaction, and the space between is filled with concrete. Normally the concrete does not require steel reinforcement for structural strength. However, a small amount of steel may reduce shrinkage cracking. The lining can be made porous by leaving small holes in the concrete (short lengths of 25-SO mm of pipe fitted between the shuttering and the soil will be satisfactory). Alternatively "no fines" concrete can be used.

Fig. 3.1.6. Pit with concrete lining in situ

Ferrocement lining

When mortar is plastered over layers of fine wire mesh (such as chicken wire) the resulting material is called ferrocement. It is strong, light, requires no shuttering and is easy to construct. It is now widely used for such structures as water tanks and latrine slabs and can be adapted for use as a pit lining.

In some countries the term ferrocement refers to any cement-based material reinforced with steel. Specifically it now describes a material consisting of several layers of small-diameter steel mesh (usually hexagonal chicken wire, with wire of 0.7-1.3 mm in diameter and openings of 12 mm). The layers are tied together with fine wire at 150-mm intervals and then plastered with a rich cement mortar (one volume of cement to two volumes of sand) to give a finished thickness of about 25 mm.

After excavating the hole, as much loose material as possible is removed from the pit walls. Cement mortar is applied directly to the walls of the pit to give a layer approximately 12 mm thick. This layer is then covered with two or three thicknesses of steel mesh, held in place with long staples driven through the mortar into the soil. A second coat of mortar is then applied and pushed firmly into the holes in the wire mesh. On completion, the mortar covering the mesh should be at least 10 mm thick. Where a porous lining is required, holes can be punched through the mortar while it is still weak.

Ferrocement rings may also be precast on the surface and used in the same way as concrete rings.

Excavation in loose ground

Where the ground is very loose and liable to collapse if left unsupported, or where the excavation enters the water table, the most common method of construction is to prefabricate the lining on the surface, place it in a starter excavation, dig out the soil below and allow the lining to sink as the hole is dug. This method is called "caissoning" (Fig. 3.1.7).

A hole is excavated as deep as possible (experience of the local ground conditions will determine the depth). A precast concrete ring fitted with a cutting edge is then placed in the hole. Additional rings are placed on top until ground level is reached. Excavation now begins inside the rings. As the ground is dug away from under the cutting edge, the rings start to sink under their own weight. Additional rings are then placed on top until the required depth is reached.

Fig. 3.1.7. "Caissoning" a pit

This method may also be used for linings of bricks or blocks. However, the lining must be constructed sufficiently far above the ground to ensure that the mortar has fully set before the lining enters the ground. The honeycomb method of construction cannot normally be expected to have sufficient strength to be sunk as a caisson.

Where caissoning is employed because of a high groundwater table, excavation should take place towards the end of the dry season when the water table is at its lowest. As the lower ring enters the water it is possible to continue excavation for up to one metre by scooping material in a bucket or with a specially shaped shovel.

Backfilling

Any space around the outside of the lining should be backfilled with compacted earth taken from the pit or, where available, with sand and gravel. If the ground is particularly weak, the top of the pit may be

backfilled with weak concrete or a soil-cement mixture to give additional strength. Strengthening may be important if the top of the pit has become overly enlarged during excavation.

Latrine floors

Floors of latrines, whether laid on the ground or supported over a pit, should be smooth and impervious so that they may be cleaned easily and have a satisfactory appearance to users. The upper surface should be at least 150 mm above the surrounding ground level (Fig. 3.1.8) to prevent rain and surface water entering the latrine.

The floor surface should slope gently to facilitate cleaning and to prevent surplus wash water from collecting in puddles. The slope is normally from the outer edge of the floor towards the squat hole or pan at the centre, so that the water used for cleaning flows into the pit and does not foul the area surrounding the slab. A fall of about 20 mm between the edge and the centre of a slab up to 1.5 m across is sufficient to prevent pools of liquid forming (Fig. 7.8). Where seats are used, the floor should slope away from the seat support so that any wash water flows towards the latrine entrance.

If a precast slab is smaller than the inside floor area of the superstructure, an impervious surface is normally provided to seal the area between the slab and the inside wall of the building. Any area around the slab which is left as bare earth could be fouled, thus becoming a possible site for hookworm infestation. However, in order to minimize costs, the space around the squatting area inside the superstructure should be limited. This reduces building costs for the superstructure as well as flooring materials. But the squat hole or pan should not be so close to the superstructure that users are forced to lean against the wall when they are trying to defecate. A minimum floor space of 80 cm in width and 1 m from front to back is normally acceptable (Mare, 1985b).

Slabs

Requirements

A latrine slab serves two main purposes, as a support and as a seal. It has to support the weight of the person using the latrine and, possibly, the weight of the superstructure. It also seals the pit, with the exception of the squat hole and, where required, the vent-pipe hole. This facilitates control of flies and smells and reduces the likelihood of rodents and surface water entering the pit. Where the slab has been made in sections (for ease of placing and emptying) or has a removable cover, the joints should be sealed with a weak mortar such as a lime or mud mortar.

Fig. 3.1.8. Requirements of slabs

To support the weight of a person over a latrine pit the suspended slab has to act structurally in the manner of a bridge. Where seats are provided, the extra weight has to be allowed for when designing the slab. Depending on the design of the slab, the materials may have to be able to resist forces in tension as well as in compression (Fig. 3.1.9). The materials needed to carry the tensile forces are often more expensive than those commonly used in low-cost buildings. The slab is often the most expensive individual component that has to be paid for by the user. It is therefore important to ensure that it is carefully designed to serve its purpose with a minimum of costly material.

The slab normally rests on a foundation or on the top of the pit lining (see Fig. 3.1.8). This ensures that the weight of the slab and the weight of the person using it are spread evenly on the soil. Particular care must be taken where the slab also has to carry part of the weight of the superstructure. If the ground is weak, the foundation prevents subsidence or collapse of the ground underneath the load. Any gaps between the slab and the pit lining should be sealed with earth or a weak mortar to prevent ingress of water. This seal also prevents small animals and insects getting into and out of the pit.

Where a pit is excavated to a larger diameter than planned, precast slabs are occasionally supported on timber poles. This practice is not advisable as the heavy load on the poles is likely to lead to early failure. However, small slabs (approximately 500 mm square), designed to provide a hygienic squat hole for existing latrines at minimum cost, will not overload a timber support (Fig. 3.1.10).

Fig. 3.7.9. Tension and compression forces in a slab

Fig. 3.7.10. Small slabs for upgrading timber and earth structures

The latrine slab should feel secure and should not deflect noticeably under the weight of a person using the latrine. It needs to be as clean and attractive as possible so that people feel comfortable using the latrine. There is then much less chance of the latrine being misused or fouled.

Offset pits used with pour-flush latrines require a cover slab to prevent entry of flies and rodents and to ensure safety, particularly of children. With the omission of a squat hole, the structural requirements are the same as for a latrine slab.

Shapes of direct pit slabs

The shape and size of the pit are the first factors to be considered when designing a supported slab. Latrine pits can be round, square or rectangular and it is usual to find that a particular shape becomes the accepted design for a particular area.

Borehole latrines have a small span and therefore require very simple slabs. The shape will depend on the users' needs for a clean hygienic area with correctly spaced footrests, rather than being controlled by the size of the hole to be covered. Larger, hand-dug pits 1-1.5 m in width require a shape designed to span and seal the pit. An exception to this is where the span of the slab is reduced by corbelling the top of the lining (Fig. 7. 11). This decreases the amount of material required in the slab and thus reduces the cost.

Fig. 3.7.11. Minimizing the span of the slab

Slabs may be precast or constructed in situ, which means that the slabs are built over the pit, exactly where they are to be used. In a large agency-assisted programme, slabs are often manufactured at a convenient construction site away from the latrines and then brought to the site and laid across the pits. Where slabs are to be moved, weight and shape are both significant factors.

The shape of the slab is also determined by the type of latrine. Water-seal latrines, aqua-privies, ventilated pits and pits sealed with hole covers all have different requirements. For example, the need for an extra hole close to the edge of the slab for a vent pipe makes the unreinforced dome slab unsuitable for ventilated latrines.

The slab normally overlaps the supporting pit lining or foundation by at least 100 mm on all sides to ensure that the load is adequately transferred. This overlap may have to be extended to 200 mm where the pit is unlined and the slab is resting directly on the soil (see Fig. 3.1.8).

Cement-based slabs and components

In most countries, concrete or cement-based slabs provide the most durable and economic method of covering latrine pits. There are many different ways of using cement. Its ability to bind with other materials and provide a clean watertight surface make it the obvious choice for the majority of programmes.

Concrete is a mixture of cement, sand, gravel and water. When set, it forms a hard dense material which is extremely strong in compression but weak in tension. Cast as a simple flat slab across a pit, its own weight and the weight of any person on it forces the concrete to deflect downwards in the centre. As the load increases, small tension cracks form on the underside of the beam. With heavy loads, these cracks may extend upwards through the concrete until the slab breaks. To prevent this happening, steel bars or other reinforcement may be placed in the concrete on the lower side of the slab to carry the tension load and prevent the cracks spreading.

Unreinforced concrete

Small slabs, such as those required for borehole latrines or to provide a hygienic platform for the squatting area of timber-supported slabs (see Fig. 3.1.10), do not need any reinforcement. Where an unreinforced span of greater than 0.5 m is required, the slab should be cast in the form of a "flat" arch. The weight of the load is then directed through the arch to the supporting area on the ground. The underside of the concrete remains in compression and no reinforcement is required. Using this principle, a shallow circular dome or arch can be constructed to cover a latrine pit. The dome is strong enough to support itself and the people using it without any expensive steel reinforcement. A slab using this principle has been developed by a team in Mozambique (Fig. 3.1.12) and has proved to be economical and popular. The slabs are about 40 mm thick and rise 100 mm in the centre to give the arch effect (International Development Research Centre, 1983).

Fig. 3.1.12. Dimensions of domed slab without reinforcement

Although such domed slabs fall away from the centre, a small inward slope about 100 mm wide immediately around the squat hole is incorporated to direct any waste into the pit. These slabs have been used most effectively in areas with sandy soil which quickly absorbs any surplus wash water.

The concrete slab is given the shape of a dome by mounding up earth to the required profile of the underside of the slab. The earth is compacted and smoothed. It may then be covered with plastic sheeting or old cement bags, or coated in old engine oil to break any bond between the earth and the fresh concrete. A circular iron strip made from an oil drum is used as the edge former or mould. The concrete around the centre hole is made slightly thinner so that a slope towards the hole can be made. Each slab has to be allowed to harden undisturbed for several days after casting.

To save space in the casting yard, up to five slabs may be cast on top of each other, using a lower, previously cast slab as a former for the next slab. Particular attention has to be given to the concrete mix of a thin unreinforced slab. A maximum aggregate size of 10 mm and slightly more cement than usual is required. The recommended mix is one part by volume of cement to two parts of sand and one and a half parts of 6-10 mm aggregate.

An unreinforced slab may also be produced in a rectangular mould with a flat upper surface and a dome on the underside (Fig. 3.1.13). As an unreinforced dome slab cannot accept a second hole close to one edge for a vent pipe, flies, smells and cockroaches are prevented from leaving the pit by providing a tight-fitting cover over the squat hole. This is cast directly in the squat hole so that it fits exactly. A layer of cement bag paper may be used to prevent the fresh concrete sticking to the old.

Fig. 3.1.13. Semi-domed slab

Fig. 3.1.14. Arched brickwork lining and support

Bricks can be used to form an unreinforced arch across a rectangular pit (Fig. 3.1. 14) using a rough framework of bamboo, reeds or forest poles which is left in the pit. The space above the arch is levelled with river sand and topped with a 20-mm cement-sand screed sloping towards the centre. This technique requires very little cement and no steel. However, these structures have to be built by skilled masons and there is no opportunity for precasting. Emptying of the pit can only be carried out through the squat hole.

Reinforced concrete

Because of the weakness of concrete in tension it is often reinforced with other materials. Most commonly it is strengthened by the inclusion of steel bars. Details of the reinforcing steel required for common sizes of slab are shown in Table 3.1.1. Mild steel bars, 6 mm in diameter spaced at intervals of 150 mm, or 8 mm in diameter spaced at intervals of 250 mm in each direction, are normally sufficient for 80-mm thick slabs of up to 1.5 m in span. This span distance is measured at the point of minimum span, that is, the shortest distance between two points which fully support the slab. Where used correctly, reinforcement in a concrete slab will support at least six adults on a 1.5-m span slab. For the small spans illustrated, extra steel is not required for trimming around the pit opening.

Table 3.1.1. Spacing of steel reinforcement bars for concrete slabs ^a

Slab thickness (mm)	Steel bar diameter (mm)	Spacing of steel bars (mm) for minimum slab span of:				
		1 m	1.25 m	1.5 m	1.75 m	2 m
65	6	150	150	125	75	50
	8	250	250	200	150	125
80	6	150	150	150	125	75
	8	250	250	250	200	150

^a The steel bars should be fixed on the lower side of the slab, with 12-mm cover or thickness of concrete beneath each bar. Steel to be laid at above spacings in both directions. Size and spacing of steel calculated for grade 20 concrete and mild steel reinforcement, with characteristic yield stress of 210 N/mm², or high-yield mesh, yield stress 485 N/mm².

The reinforcing steel is laid in both directions, that is, with one layer of bars perpendicular to the second layer (Fig. 3.1.15). Where the slab is rectangular, the bars parallel to the direction of the minimum span should be beneath the bars in the direction of the longer span. For the bars specified, a characteristic yield strength for the steel of 210 N/mm² is assumed. Care is required to ensure that the steel is of the required quality.

Fig. 3.1.15. Reinforced concrete rectangular slab (for details of reinforcement see Table 3.1.1)

When individual bars are used, some may be omitted by mistake. One way of avoiding this is to use steel mesh, which consists of smaller diameter bars welded together. This can be cut to the required shape but there is likely to be wastage of the off-cuts that have to be discarded. A mesh with 7-mm bars at 200-mm centres, with a cross-sectional steel area of 193 mm²/m (yield stress 485 N/mm²) is normally sufficient.

Care must be taken when reinforcing concrete with steel to ensure that the steel is completely surrounded by the concrete. There should be at least 12 mm of concrete under the steel bars and at the ends of all bars. This protects the steel from the corrosive effect of gases and moisture in the pit. When concrete is placed in a mould or former it has to be compacted by manual or mechanical vibration to remove any air

bubbles and to ensure the durability of the completed slab. Simple wooden or steel moulds can be reused many times to give the required shape to the wet concrete if they are coated with a suitable release agent. There are many proprietary agents, but used engine oil painted on to the mould effectively prevents the concrete from sticking. Alternatively, plastic sheeting or empty cement bags may be used to prevent bonding. These materials may also be used between the ground and the underside of the slab. The squat hole is formed using a shaped wooden mould with a bevelled edge. A vent pipe opening may be created with an offcut of plastic pipe which is removed a few hours after casting so that it can be reused many times.

An alternative way of using steel for reinforcement is to precast a ferrocement slab. The method of construction is described under construction of linings, p. 89. A flat ferrocement slab is strong enough to carry the imposed load but is too flexible for the users' comfort. In order to ensure adequate stiffness, the ferrocement may be shaped as a dome or may be cast with ribs on the soffit (Fig. 3.1.16). Four layers of mesh are normally required for a slab with a 1 m span. It is necessary to ensure that the cement mortar has been adequately pressed through all the layers of wire mesh and compacted to a dense material if it is to have adequate strength.

Steel reinforcement is used in various ways in different countries reflecting differences in price and availability. Because of the relatively high cost of steel, many techniques have been investigated in the search for cheaper alternatives. One approach is to reinforce concrete with small unconnected fibres with a low modulus of elasticity. These are either natural fibres, such as sisal, jute, coir, Manila hemp or kenaf, or man-made fibres such as fibrillated polypropylene. The fibres are chopped and added to the cement mix. Use of these low-modulus fibres does not reinforce the concrete in the conventional sense of carrying the tensile load, but is particularly beneficial in ensuring adequate curing of the concrete without the formation of minute shrinkage cracks (Parry, 1985). The resultant "unreinforced" concrete attains a much higher tensile strength than would otherwise be possible. Slabs made from fibre-reinforced cement should normally be given the shape of an arch or dome to minimize tensile forces in the soffit.

Fig. 3.1.16. Ferrocement slab

Slabs have also been reinforced with barbed wire, fencing wire, scrap steel from cars and broken machinery, redundant universal beams and almost anything that is available. Although a saving is made on reinforcement, these methods usually lead to a much greater use of concrete in order to cover the larger sections of steel and therefore are rarely economical.

Bamboo has a high strength-to-weight ratio and in certain parts of the world is widely available. Because of the low cost, bamboo strips have been used as an alternative to steel bars but it is important to ensure that the bamboo strips in a slab are completely covered by the concrete so that water and vapours cannot rot the bamboo. The strips should initially be treated with preservative. One recommended method (UNCHS, undated) is for the bamboo to be dipped in white lead and 10% varnish to inhibit water absorption from the freshly placed concrete. Even where treated, there is some doubt as to the longterm durability of bamboo as reinforcement.

Where cement is relatively expensive, a technique known as reinforced brickwork can be utilized, in which part of the concrete is replaced by whole or half bricks, leaving steel reinforced concrete ribs to support the bricks (Fig. 3.1.17). The whole slab requires a cement skimming over the surface to make it impervious to fouling by the users.

Fig. 3.7.17. Reinforced brickwork slab

Concrete mixes

Different concrete design mixes (that is, combinations of cement, sand, aggregate and water) are suitable for use in various circumstances. The concrete mix that is most often used is 1:2:4 (one unit by volume of cement with two units by volume of sand and four units by volume of aggregate). The sand should be clean and hard and may be sized by sieving through ordinary mosquito netting. Coarse aggregate comprises graded stones 6-18 mm in size and should be free of fine dust. This mix results in a finished volume of concrete which is approximately 70% of the total volume of the individual dry materials.

The cement, sand and coarse aggregate have to be mixed with a specific amount of water to give the optimum strength for the amount of cement used. For concrete mixed and placed by hand, there should normally be a water: cement ratio of 0.55 by weight, i.e., the weight of water is approximately half the weight of cement. Cement weighs 1400 kg/m³ and water 1000 kg/m³; a 50-kg bag of cement thus has a volume of 0.035 m³. A 1:2:4 concrete mix using one 50-kg bag of cement therefore requires 0.070 m³ of clean sand, 0.140 m³ of aggregate and 0.027 m³ of water, which results in 0.17 m³ of finished concrete.

The volume of water is applicable where the aggregate and sand are "saturated, surface dry". In hot dry climates, the small pores in the aggregate, as well as the surface, are likely to be "oven dry" rather than saturated. To use the specified amount of water would then lead to an extremely stiff, unworkable concrete. The aggregate should therefore be thoroughly wetted with water before mixing begins. The correct water: cement ratio results in a relatively stiff but workable material which produces a skim of water on the surface of the concrete as it is worked flat with a trowel. When the mix has too much water, the strength is reduced considerably. An increase of only 50%, in the water content decreases the finished concrete strength by half, which is the equivalent of wasting half the cement in the bag.

Fig. 3.1.18. Checking the water content of concrete with a slump cone

To check that the calculated amount of water is correct, a trial mix may be prepared and a slump test carried out. In this test, the concrete mix is compacted into a slump cone (Fig. 3.1.18), which is similar to an upturned bucket 300 mm high with the base removed. When the cone is removed, the concrete will slump, i.e., reduce in height; the maximum slump, for concrete that is to be reinforced, should be about 100 mm, and less for unreinforced concrete.

Caring for concrete

After it has been cast, concrete must be cured. It should be covered with either wet sand, straw, cement bags, jute sacks, plastic or palm leaves to keep the concrete moist and as cool as possible. The chemical reaction which causes the cement particles to bind is dependent upon the amount of water present. If the moisture has been sucked out from the surface of the concrete by the heat of the sun, the chemical reaction cannot take place and the surface of the slab will not be durable. In hot dry climates the concrete and its covering need to be watered twice a day for seven days after casting. If the concrete is not cured, it will have only 60% of its ultimate design strength; if cured for three days, it will attain only 80%, but if kept damp for seven days will reach almost 100% (Reynolds & Steedman, 1974).

A good guide for field workers is: "Make the concrete mixture as dry as you can; and then keep the cast concrete as wet as you can."

The most effective way of checking the strength of a slab is to test load it seven days after casting. As, normally, only one person at a time will use the latrine, to test load the slab with five or six people gives an adequate and convincing factor of safety. The slab should be supported at its edges by four or five bricks placed on flat ground, and the people should stand on the slab, avoiding areas directly over the bricks. Testing the strength of precast slabs by throwing them off the back of the delivery truck at the site, on the understanding that those that do not break are adequate, is not recommended.

The final concrete surface should be clean, dense and free of blemishes. The surface will absorb urine unless it is sealed effectively with, for example, proprietary sealant, alkali-resistant gloss paint, bitumastic paint, or two coats of a 25% solution of silicate of soda (Khanna, 1985).

A screed (a thin layer of cement mortar) is sometimes applied to a flat slab after casting to create the desired slope towards the squat hole. However, unless the screed is applied before the concrete has completely set there is a danger of its flaking off in use. Wherever possible the required slope should be cast in the original concrete, a dense surface being obtained by trowelling with a steel float as the concrete begins to set. Alternatively the slab may be cast upside down on plastic sheeting to ensure a good finish.

Footrests are normally cast separately, after the concrete of the slab has hardened. The area where the rests will be cast is roughened when the slab surface is being given its final trowelling. Formers for the footrests can be made out of any available material such as tin or wood, but the individual formers should be connected together and to fixed points on the edge of the slab to ensure that the rests are always cast in the same position (Fig. 7.19).

PSL 8 Measurement and Payment

Add the following:

“PSL 8.2 Payment Terms

The contractor shall be paid within 30 days, **from the date that the payment** certificate was approved by the employers certificate. Payment shall not be made for damaged existing services and the amount deducted for such damaged services shall be withheld until such time as the services have been replaced.

Should the Contractor require a payment guarantee from the Employer, the Employer shall only supply such upon receipt of all sureties, proof of insurance (paid in advance to the insurance company) as stipulated in the tender document, proof of insurance for marine and road freight, paid in advance to the insurance company. An updated set of certificates to ISO 2531, NF EN 545, ISO 9001 and ANSI/NSF standard 61 for material in contact with drinking water, from an accredited outside organization, shall be submitted with the above insurance and sureties.

PART B2 : PARTICULAR SPECIFICATIONS

PA: OHSA 2014 HEALTH AND SAFETY SPECIFICATION

PA.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 2014, and the corresponding Construction Regulations 2015, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA Act2014 and the Construction Regulations 2015.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2015, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Lifting and lowering of materials and equipment from the ground to the truck and vice versa, exposed to cross winds;
- Excavations in soils that might require shoring
- Exposure to possible injuries due to mishandling or failure of material
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PA.2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2015. “**Employer**” and “**client**” is therefore interchangeable and shall be read in the context of the relevant document.

- (a) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract. In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1994, be the mandatory, without derogating from his status as an employer in his own right.

- (b) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PA.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2015 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2015;
- (c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PA.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (a) construction work that will exceed 30 days or 300 person-days;
- (b) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings

The notification must be done in the form of the pro forma included on page T.53 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PA.5 RISK ASSESSMENT

- (a) Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. Refer to Regulation 7 of the Construction Regulations;

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PA.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**PA.6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PA.6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PA.7 APPOINTMENT OF SAFETY PERSONNEL**PA.7.1 Construction Supervisor**

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

PA.7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

PA.7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 2014)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by

employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PA.7.4 Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 2014) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PA.7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (b) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (c) Fall protection as described in Regulation 8;
- (d) Formwork and support work as described in Regulation 10;

- (e) Excavation work as described in Regulation 11;
- (f) Demolition work as described in Regulation 12;
- (g) Scaffolding work as described in Regulation 14;
- (h) Suspended platform operations as described in Regulation 15;
- (i) Material hoists as described in Regulation 17;
- (j) Batch plant operations as described in Regulation 18;
- (k) Explosive powered tools as described in Regulation 19;
- (l) Cranes as described in Regulation 20;
- (m) Construction vehicle and mobile plant inspections on a daily basis by a
- (n) competent person as described in Regulation 21(1);
- (o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (p) Stacking and storage on construction sites as described in Regulation 26; and
- (q) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PA.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (q) A copy of the OHS Act 2002 and Construction Regulations 2015;
- (r) A copy of this Health and Safety Specification;
- (s) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (t) A copy of the Notification of Construction Work (Regulation 3);
- (u) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (v) A copy of the risk assessment described in Regulation 7;
- (w) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (x) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (y) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (z) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (aa) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (bb) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (cc) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (dd) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (ee) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

PA.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 2014), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 2014) and the Construction Regulations 2015.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2015, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2015.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

- (m) Boatswain's chain (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

- (n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

- (o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

- (p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

shall be complied with.

- (q) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

- (r) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 2015). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

- (s) Use of temporary storage of flammable liquids on construction (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

- (t) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

- (u) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces and all the provisions of Regulation 25 of the Construction Regulations.

- (v) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

- (w) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

- (x) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

- (y) Non-compliance with the Construction Regulations 2015

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

PA.10 MEASUREMENT AND PAYMENT

PA.10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

- (a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor’s personnel, and no additional payment will be made for the appointment of such safety personnel.

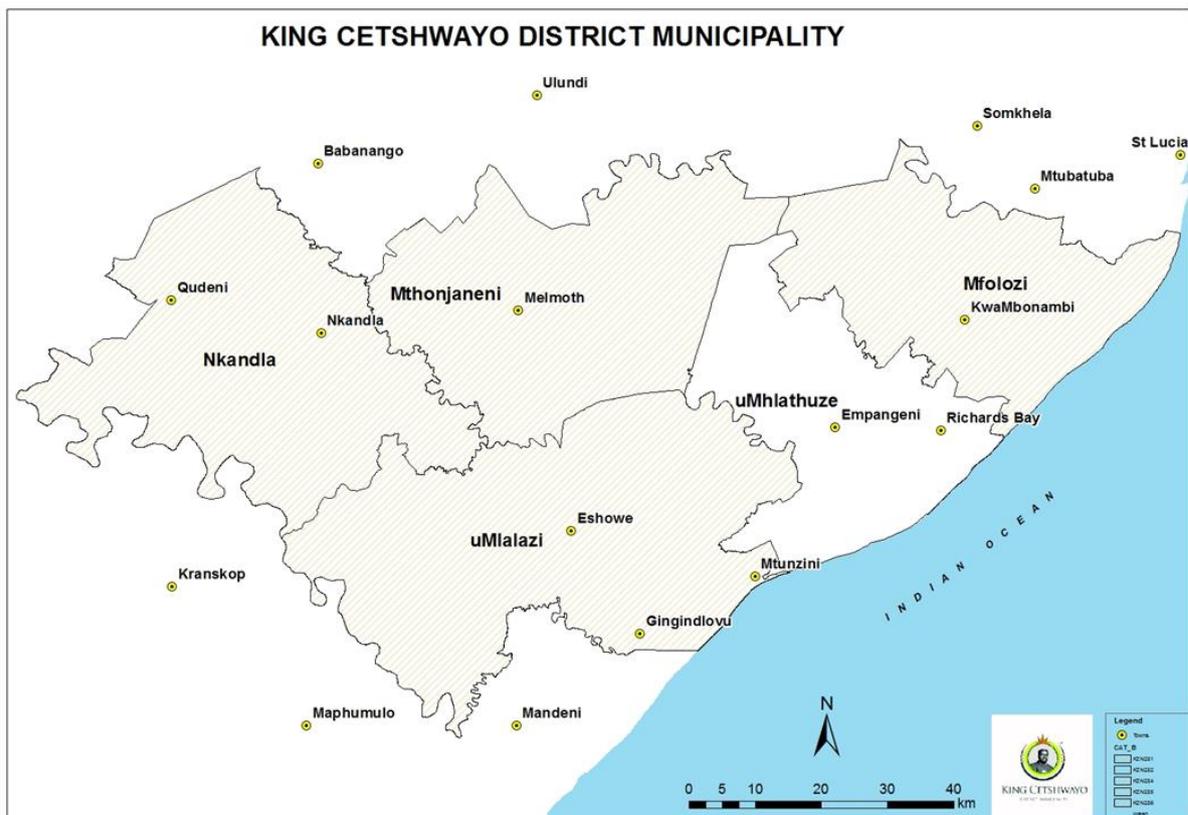
(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor’s tendered rates and prices.

(z) Cranes (Regulation 20)

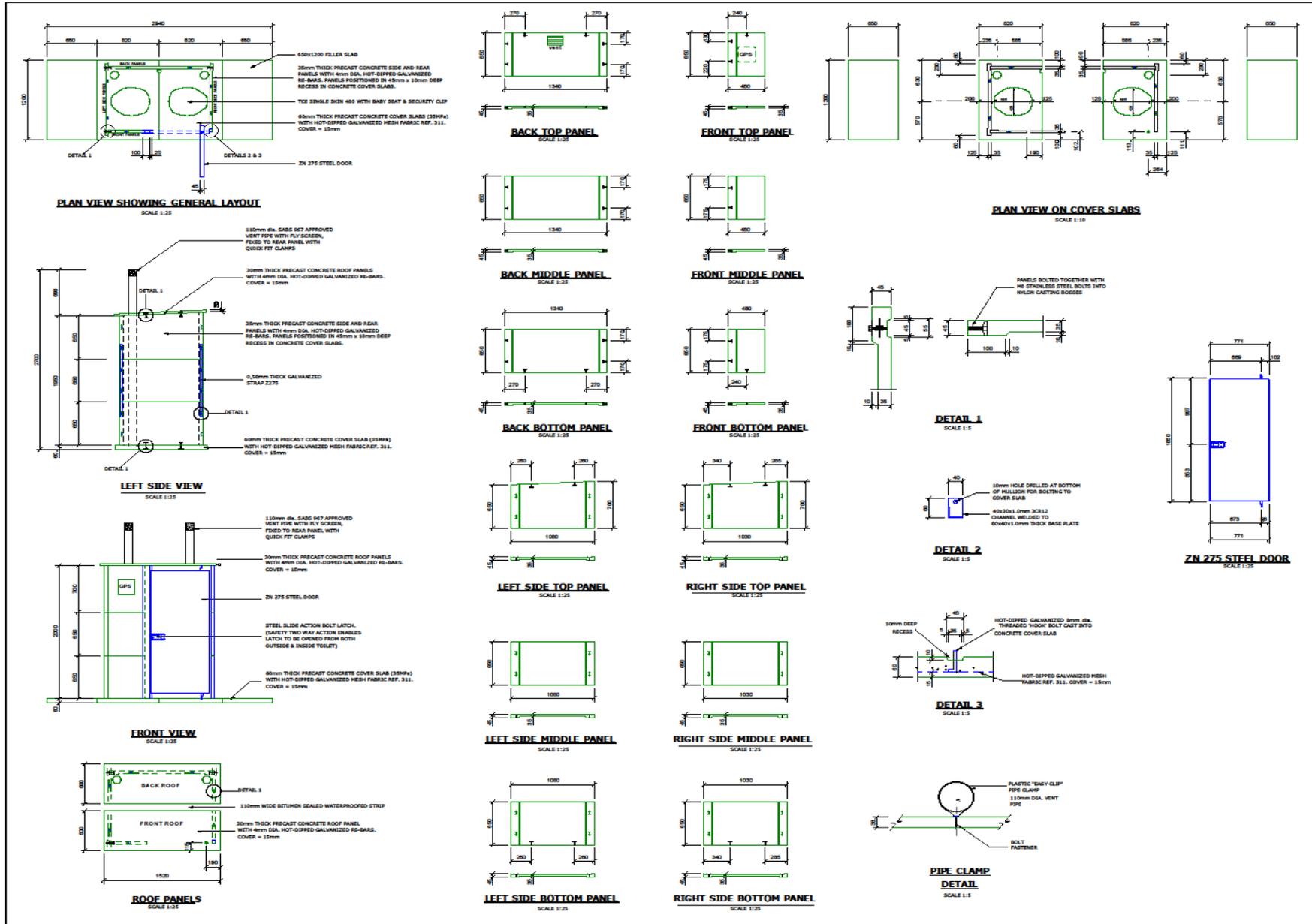
Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20

C 2.3 SITE LOCATION:



D. ANNEXURE

DRAWING DESCRIPTION	
1.	



REVISION		
REV No.	REV DATE	REVISION DESCRIPTION
NOTES:		
1. THE TYPE OF FIT LINING DEPENDS ON SITE CONDITIONS TO BE ASSESSED BY THE ENGINEER ON SITE.		
2. LINING CONSISTS OF M180 CONCRETE BLOCKS WITH A MINIMUM COMPRESSIVE STRENGTH = 7MPa. HOT-DIPPED GALVANIZED BRIDGEPLATE EVERY THIRD COURSE.		
3. NOTE THAT NO 75mm OPENINGS ARE ALLOWED WITHIN THE FIRST 150mm OF LINING BELOW GROUND LEVEL.		
4. ALL CONCRETE PRECAST ITEMS TO BE 28MPa.		
5. ALL OTHER CONCRETE APPLICATIONS TO BE 25MPa.		
6. HORTAR SHALL BE 5 PARTS SAND TO 1 PART CEMENT.		
7. HORTAR TO BE DRY MIXED UNITS, OF UNIFORM COLOUR AND WHOLE TURNED UNITS THOROUGHLY AND EVENLY MIXED.		
8. HORTAR SHALL BE FRESHLY MIXED AND HORTAR WHICH HAS BEGUN TO SET SHALL NOT BE USED.		
9. HORTAR SHALL BE MIXED BY HAND. SPECIAL CARE TO BE TAKEN TO REMOVE ANY OLD HORTAR WHICH HAS ALREADY SET BEFORE COMMENCING TO MIX A FRESH BATCH.		
10. HORTAR JOINTS SHALL NOT EXCEED 15mm THICKNESS AND BLOCK COURSING SHALL BE SET OUT USING A PROPER GAUGE ROD.		
11. ALL STEEL REINFORCEMENT TO BE HOT-DIPPED GALVANIZED.		
12. DOOR FRAME TO BE 1.6mm THICK STAINLESS STEEL 304L2		
13. CONTRACTOR TO INSTALL 150mm WIDE BITUMEN SEALED WATERPROOF STRIP & ENSURE INTEGRITY		
 PROJECT TITLE VIP TOILET CONSTRUCTION FOR UTHUNGULU MUNICIPALITY		
DRAWING TITLE DOUBLE CHAMBER VIP TOILET CONSTRUCTION WITH PRECAST CONCRETE TOP STRUCTURE		
CHECKED:	GORDON FLEMING & ASSOCIATES	SCALE
APPROVED:	CORLEO	AS SHOWN ON DRAWING
DESIGNED BY:		DESIGN DATE
CORLEO IN ASSOCIATION WITH GORDON FLEMING & ASSOCIATES		30 November 2018
DRAWING No. UTHUNGULU-1		REVISION No.