DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

UNDERBERG CEMETARY FLUSHING TOILETS

CONTRACT N^0 PWBS-B 027/26/27

CONTRACT DOCUMENT

COMPILED BY:

SHARDESH SEWLAL ENGINEERS
1 HUNTLEY PLACE
WESTVILLE
3630

Shardesh Sewlal Engineers

Contact Name: Mr S. Sewlal
Telephone: 082 3310 780
Email: shardesh.sewlal@shardesh.co.za

ON BEHALF OF

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
Main Street
Creighton
3263

Contact Name: Mr S. Mngadi
Telephone: 039 833 1038
Email: mngadis@ndz.gov.za

NAME OF CONTRACTOR	
ADDRESS OF CONTRACTOR	
TELEPHONE	
CSD No.	
CONTRACT SUM	
CIDB CRS NUMBER	

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECT

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

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FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

THE TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the employer.

THE CONTRACT consists of five parts, namely:

- **C1: Agreements and Contract Data**
- **C2: Pricing Data**;
- **C3: Scope of Work** (specifications and project specifications);
- **C4: Site Information**;
- **C5**: **Annexes**

Each part of each cluster or volume is preceded by its own table of contents.

Note: Each tenderer must complete the summary for tender opening purposes included hereafter.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECT

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

SUMMARY FOR TENDER OPENING PURPOSES

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

Name of Contractor submitting the tender:

.....

The Total Tender offered amount *(as stated in the Form of Offer inclusive of Value Added Tax is)*:

R……..... (In figures)

Amount in Words….....

…….....

Alternative Tender offered? ..... (*Yes / No*)

If “Yes” state amount: R……..... (In figures)

Amount in Words….....

…….....

Alternative Time for Completion offered? …….. *(Yes / No)*

If "Yes", state time offered: .....

SIGNATURE: .....
(of person authorised to sign the tender)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECT

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Standard Conditions of Tender

T1.3 Tender Data

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECT

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

T1.1: TENDER NOTICE AND INVITATION TO TENDER

BID NOTICE : PWBS-B 027/26/27

BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the **UNDERBERG CEMETARY FLUSHING TOILETS** (13.02m^2 flushing toilets). This project is located in Ward 3 of Dr Nkosazana Dlamini Zuma Municipality (**KZN 436**) along Ridge Road.

This bid will be evaluated in terms of 80/20 Preferential Procurement Point system and the points will be allocated as follows**. 80 – Price, 20 –SPECIFIC GOALS.**

Specific Goals:

	POINTS	SUPPORTING DOCUMENTS
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race
Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60%

		company owned by black (Women)
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) .
Company 60% owned by South African with disability	2.5	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate
Total points for Price and SPECIFIC GOALS	**100**	

COMPULSORY SITE INSPECTION AND DOCUMENTS

Bid documents will be made available as indicated in the table below at Creighton office. The cost of the bid document will be **R 476.00 per document** which is non-**refundable.**

BID NAME	BID NO.	EVALUATION CRITERIA	CIDB GRADING	COMPULSORY BRIEFING	ABILITY AND CAPALITY CRITERIA TO QUALIFY	PRE-ORDER DOCUMENTS DATE	CLOSING DATE
UNDERBERG CEMETARY FLUSHING TOILETS	**PWBS-B 027/26/27**	**COMPULSORY DOCUMENTS AND 80/20 (PRICE AND SPECIFIC GOALS)**	**1GB OR HIGHER**	**10TH NOVEMBER 2026 @10H15**	**N/A**	**FROM 23RD OCTOBER 2026 TO 29TH OCTOBER 2026 @ 15H00**	**20TH NOVEMBER 2026 @12H00PM**

An Electronic copy is available on our website (www.ndz.gov.za) and e-tender https://www.etenders.gov.za/ for **FREE**.

N.B All Bidders who require printed documents from the municipality must pre-order them as specified on the table below. (Proof of payment must be emailed todlaminip@ndz.gov.za before the cut-off-date and time)

Dr Nkosazana Dlamini Zuma Local Municipality Banking details:
Bank name: First National Bank
Account no: 62026224999
Reference no: Please use company name and contract number of the project
Brach code: 250655

NB: All SUPPLIERS are expected to join the meeting by 10:00 am, NO SUPPLIER Will be allowed to join the meeting after 10:15 am.

NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.

DOCUMENTS TO BE SUBMITTED WITH BID

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidder and its directors do not owe municipal rates and services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Specific Goals supporting documents
- Certified copies of ID's.
- Form of offer fully completed
- MDB 1, 4 ,6.1, 8 and 9 fully completed.
- Proof of registration with CSD
- **CIDB Grade Certificate 1GB or Higher**
- Registration with Dr NDZ LM Data base

BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails:
mngadis@ndz.gov.za – PWBS Projects (Technical Enquiries)
holiwen@ndz.gov.za – SCM Manager (SCM related enquiries)
dlaminiz@ndz.gov.za –PWBS- Projects (Technical Enquiries)

Dr Nkosazana Dlamini Zuma Municipality
P O Box 62
Creighton
3263

Tel No: (039) 833 1038
Fax No.: (039) 833 1179

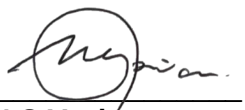
CLOSING DATE

The closing date for the bid is as indicated on the table above. Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope.

Bids must be deposited in the Bid box at the offices of Dr Nkosazana Dlamini Zuma Municipality in Creighton before the closing date and time. Late tenders will **NOT** be considered.

NB: The offers must remain valid for 90 days from the closing date for submission of bids.

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.



Dr N.C Vezi
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**PWBS-B 027/26/27**	CLOSING DATE:	**20th November 2026**	CLOSING TIME:	**12h00**
DESCRIPTION	**UNDERBERG CEMETARY FLUSHING TOILETS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SLA).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (Dr NDZ Main Offices at Main Street, Creighton 3263)

MAIN STREET					
CREIGHTON, 3263					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
[redacted]	[redacted]		[redacted]	[redacted]	

1. ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		**4. TOTAL BID PRICE**	**R**
5. SIGNATURE OF BIDDER	……	**6. DATE**	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	BTO	CONTACT PERSON	Mr S.V Mngadi
CONTACT PERSON	Miss N Holiwe	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	mngadis@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za	dlaminiz@ndz.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECT

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

T1.2: STANDARD CONDITIONS OF TENDER

Note: The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement

F.1 General

F.1.1 Actions

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

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

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

b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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 read, copied and recorded. Writing 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 (6) months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies with 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.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of 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 twenty-eight (28) days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The Employer's Undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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, the total of his prices, preferences claimed and time for completion, if any, 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 advice 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, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

F3.8.3 Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 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 it using the tender evaluation method that is indicated in the tender data and described below:

Method 1: Financial offer	1)	Rank tender offers from the most favourable to the least favourable comparative offer.
	2)	Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1)	Score tender evaluation points for financial offer.
	2)	Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.
	3)	Calculate total tender evaluation points.
	4)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	5)	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.
Method 3: Financial offer and quality	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2)	Score tender evaluation points for financial offer.
	3)	Calculate total tender evaluation points.
Method 3: (Continue)	4)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	5)	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
Method 4: Financial offer, quality and preferences	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2)	Score tender evaluation points for financial offer.
	3)	Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
	4)	Calculate total tender evaluation points.
	5)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	6)	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.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the tender data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice For intention to award.

The employer will publicise the intention to award on Municipal web site and Notice Boards.

F.3.15 Prepare contract documents

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

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents,
c) other revisions agreed between the employer and the successful tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.
e)

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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.3.19 Delegation of Authority

The Employer may delegate any power vested in him by virtue of these Conditions to tender to an offer or employee of the Employer

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T1.3: TENDER DATA

GENERAL

The Conditions of Tenders applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement,* and as *Annex A* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (May 2010).* This document is obtainable separately. Tenders shall obtain their own copies.

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

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

Clause	Wording
F.1.1	The employer is: **Dr Nkosazana Dlamini Zuma Municipality** Main Street Creighton 3263 Telephone: 039 833 1038 Fax: 039 833 1179
F.1.2	The tender documents issued by the employer comprise: **PART T1 : TENDERING PROCEDURES** T1.1: Tender Notice and Invitation to Tender T1.2: Standard Conditions of Tender T1.3: Tender Data **PART T2 : RETURNABLE DOCUMENTS** T2.1: List of Returnable Documents T2.2: Returnable Documents **PART C1 : AGREEMENTS AND CONTRACT DATA** C1.1: Form of Offer and Acceptance C1.2: Confirmation of Receipt C1.3: Contract Data C1.4: Form of Guarantee (Pro Forma) C1.5: Adjudicator's Agreement (if applicable)

Clause	Wording
	C1.6: Health and Safety Agreement C1.7: Transfer of Rights C1.8: Retention Money Guarantee **PART C2 : PRICING DATA** C2.1: Pricing Instructions C2.2: Bill of Quantities **PART C3 : SCOPE OF WORK** C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Particular Specifications **PART C4 : SITE INFORMATION** C4.1 Locality Plan C4.2 Site of Works and Site conditions C4.3 Geotechnical Report C4.4 Environmental **PART C5 : Annexures** Annexure A: Drawings
F.1.4	The Employer's agent is: Name: Shardesh Sewlal Engineers Contract Person: Mr Shardesh Sewlal Address: 1 Huntley Place, Westville, 3630 Tel: 031 266 7299 / 082 3310 780 Fax: 086 614 8113 E-mail: shardesh.sewlal@shardesh.co.za
F1.5	The Employer's right to accept or reject any tender offer The Employer is not obliged to accept the lowest or any tender offered. The Employer reserves the right to increase or decrease the scope of works to suit budgetary constraints.

Clause	Wording
F.2.1	**Eligibility** Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) the tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services and a Tax Compliance Status PIN, or has made arrangements to meet outstanding tax obligations; b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.4 of this procurement document; c) the tender has registered on the Central Supplier Database; d) the tenderer or any of its directors/shareholders 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; e) 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; f) The tenderer has completed the Declaration of Interest and 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract; g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) The tenderer must submit a copy of a joint venture agreement (if applicable). i) The tender offer is signed by a person authorised to sign on behalf of the Tenderer; j) The Tenderer has completed and signed all returnable documents where relevant; k) Bids in excess of R20 million are required to Sub-Contract a minimum of 10% of the contract to previously disadvantaged companies, within the area of jurisdiction of the Municipality; l) The Tenderer has met the minimum number of evaluation points for quality. m) The Tenderer must confirm that he/she has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, N° 85 of 1993, and the OSHA 1993 Construction Regulations 2003. Only those tenderers who are registered with the CIDB or can submit proof of application for registration prior to evaluation of Tenders, in a contractor-grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1GB or Higher** class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the class of construction work;

Clause	Wording
	3. The combined contactor grading designation calculated in accordance with the Construction Development Regulation is equal to or higher than a contractor grading designation determined in accordance with sum tendered for a **1GB or higher** class of construction work; **4.** When the JV is dissolved the lead partner will remain liable in terms of the contract including latent defects. **The Lead Partner shall be nominated in the returnable document and shall at least a 1GB or higher classification. The Lead Member accepts all liability in terms of the contract and that this liability will continue for ten (10) years after completion of the contract;** 5. Included with their tender is a letter from each of the proposed joint members stating their undertaking that in the event of the joint venture tender being successful, the said members will enter into a joint venture agreement, which shall be based on and comply with the CIDB Sample JV agreement.
F.2.7	The arrangements for a compulsory clarification meeting are: Location: A compulsory briefing session will be held at the offices of the Nkosazana Dlamini Zuma Municipality. The venue is situated at Main Road, Creighton 3263 **Date: 10 November 2026.** **Starting time: 10.15am** Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to: Contact Name: Mr Shardesh Sewlal (Consultant) Tel: 082 3310 780 Email: shardesh.sewlal@shardesh.co.za .....
F.2.10	Pricing the Tender Offer (a) <u>Value Added Tax</u> The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation. (b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. (c) Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.
F.2.11	A Tender offer shall not be considered if alterations have been made to the offer or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.
F.2.12.1	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are: (a) <u>Individual items</u> Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Schedule 1J: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary. (b) <u>Alternative designs</u>

Clause	Wording
	Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed: (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered; (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract. (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from: • Changes in design parameters ordered by the Engineer; • Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer. (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature. (v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered
F.2.13.2	Tenderers to note that the returnable documents are listed in T.2 (Returnable Documents)
F.2.13.3	Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
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: **Dr Nkosazana Dlamini Zuma Municipality** Physical address: Main Street Creighton 3263 Identification details: **TENDER NO: PWBS-B 027/26/27**
F.2.13.6	A two-envelope procedure will **not** be followed.
F.2.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.14	The tenderer shall complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and will invalidate the tender. Items against which **N/A** or **Included** is entered, or are left blank, will be considered as incomplete and will invalidate the tender. Items against which NIL or zero (0) is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at **zero (0) or NIL price.**
F.2.15	The closing time for submission of tender offers is: **12H00 on 20 November 2026**
F.2.16	The tender offer validity period is **thirteen (13)** weeks (90days) from the tenders closing date
F.2.19	Access shall be provided for inspections, test and analysis by prior arrangement with the employer
F.2.23	The tenderer is required to submit with his tender:

Clause	Wording

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with **(MAAA)**	
b) Joint Venture Agreement (if necessary) N.B Service provider to attach CIPC and CSD document the following MBD forms are compulsory and must be fully completed MBD1,4,8 and 9	
c) Form of offer fully completed	
d) MBD 1,4, 8 and 9 fully completed	
e) **(ACTIVE) CIDB** Grading Certificate: 1GB or Higher	
f) Briefing register must be signed by service provider	
g) Signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	
a) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or - Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order. Or - Attach exemption letter from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or h) Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.	

F.3.2

F.3.4 **NB: Failure to submit the above documents your tender will be disqualified**

DOCUMENTS TO BE SUBMITED	TICK
b) Copies of CK Documents / Sole proprietary	
c) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
d) MBD 6.1 fully completed	
e) N.B: Digital Forms are obtained from our website: www.ndz.gov.za under SCM section must be fully completed.	
f) Certified copies of Identification documents of all members/directors of the entity.	
e) Specific Goals supporting documents :	

Clause	Wording			
		Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address	
		Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address	
		Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address	
		Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address	
		Company 100% owned by black South African	Summary of CSD reflecting Race	
		Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender.	
		Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender.	
		Company 60% owned by South African with disability	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate	
	Closing Time 12H00 on 20 November 2026. At the offices of the **Dr Nkosazana Dlamini Zuma Municipality, Creighton**			
F.3.11	The procedure for the evaluation of responsive tenders is Method 2 (Price and Specific Goals) using the 80/20 Preferential Point System: **Stage 2: Points and Preferential Points** Points for price will be evaluated as per the following formula: $Ps = 80x\ (1-(\frac{Pt-Pmin}{Pmin}))$ Where Ps = Points scored for price of tender under consideration Pt = Rand Value of tender under consideration Pmin = Rand value of lowest acceptable tender			

Clause	Wording

The 20 points of the Scoring System

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

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

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

Preferential Points System – 80/20

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 60% owned by South African with disability	2.5	

Clause	Wording
F3.13	**Acceptance of Tender Offer** Tender Offers will only be accepted if in addition to the conditions listed in the Standard Conditions of Tender, the Tenderer is judged to be Eligible in terms of Clause F2.1 as well as the items listed below. If the tendered value exceeds R10 million (VAT included), bidders are required to furnish– i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – • for the past three years; or • since their establishment if established during the past three years; ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the v. Republic; and vi. Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law. During the evaluation of a service provider, the Bid evaluation committee will assess whether the service provider is currently rendering services to the municipality: i. If the service provider is currently rendering services to the municipality with a stage of completion less than 50% and ii. The service providers' performance is not in line with the project performance milestones, then the service provider should be disqualified from further evaluation and should be placed on hold.
F3.18	The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.
	The additional conditions of tender are as follows: **Specific goals** to award preference points.
F.3.19	**Appeal Process** In terms of Regulation 49 of the Public Supply Chain Management Regulations persons aggrieved by decisions or actions taken by Dr Nkosazana Dlamini Zuma Municipality, may lodge an appeal within 14 days of the decision or action, in writing to Dr Nkosazana Dlamini Zuma Municipality.

Clause	Wording
	Tenderers are advised that the following is the appeal process and in dealing with these appeals the Chief Executive shall follow the following procedure: (1) The appeal (clearly setting out the reasons for the appeal) and queries with regard decision of award are to be directed to the office of the. Attention: The Manager: Supply Chain Management, Dr Nkosazana Dlamini Zuma Municipality, P.O Box 62, Creighton, 3263 (2) A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee who must provide a response in writing within seven days. (3) In the event that there are allegations made against third parties, they will also be given an opportunity to respond to the allegations within seven days. (4) These responses will then be sent to the Appellant for a reply within five days. (5) The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the Appellant will be notified of the date, place and time of such hearing. (6) The Appeal Authority will consider the appeal and may confirm, vary or revoke the decision of the Committee, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision. (7) The Appeal Authority must commence with the appeal within six (6) weeks and decide the appeal within a reasonable period.
F.3.20	**Prohibition of Awards to Persons in the Service of the State** Regulation 44 of the Supply Chain Management Regulations states that the Public Entity may not make any award to a person:- (a) Who is in the Service of the State (b) If that person 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 public entity.

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PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

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T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

T2 – 3 Schedule : 1A	Signed certificate of acknowledgement
T2 – 4 Schedule : 1B	Authority of Signatory*
T2 – 8 Schedule : 1C	Proof of Purchase of Tender Document
T2 – 9 Schedule : 1D	Certificate of Authority for Joint Ventures
T2 – 10 Schedule : 1E	Schedule of Similar Work Undertaken by the Tenderer
T2 – 11 Schedule : 1F	Estimated Monthly Cash-flow
T2 – 12 Schedule : 1G	Proposed Amendments and Qualifications
T2 – 13 Schedule : 1H	Declaration of Interest (MBD 4)
T2 – 16 Schedule : 1I	Preferential points (MBD 6.1)
T2 – 21 Schedule : 1J	Municipal Account
T2 – 22 Schedule : 1K	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
T2 – 24 Schedule : 1K	Certificate of Independent Bid Determination (MBD 9)
T2 – 27 Schedule : 1M	Compulsory Enterprise Questionnaire
T2 – 29 Schedule : 1N	Current Commitments
T2 – 30 Schedule : 1O	Certificate For Municipal Services

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to schedule in document)

T2 – 31 Schedule : 2A	Details If Registration With CIDB
T2 – 32 Schedule : 2B	Certified copy of Company registration (CK Document/ Sole Proprietary)
T2 – 33 Schedule : 2C	Certified copies of Identification documents of all members/ directors of entity
T2 – 34 Schedule : 2D	Valid Tax Clearance Certificate and Tax Compliance Status PIN
T2 – 35 Schedule : 2E	Joint Venture Agreement, if applicable
T2 – 36 Schedule : 2F	Proof of registration with Central Suppliers Data Base (CSD)
T2 – 37 Schedule : 2G	Letter of Good Standing from workman compensation
T2 – 38 Schedule : 2H	Preliminary Programme
T2 – 39 Schedule : 2I	Certified copy of latest Municipal Accounts statement
T2 – 40 Schedule : 2J	Certified copy of Certificate for Specific Goal

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

T2 – 41 Schedule : 3A	Record of Addenda to Tender Documents*
T2 – 42 Schedule : 3B	Contractors Health and Safety Declaration
T2 – 44 Schedule : 3C	Declaration Concerning Fulfilment of the Construction Regulations, 2003

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1-1	C1.1 The Offer portion of the Form of Offer and Acceptance*
C1-4	C1.2 Confirmation of Receipt
C1-5	C1.3 Contract Data (Parts 1 and 2)*
C1-12	C1.4 Form of Guarantee (Pro Forma)
C1-14	C1.5 Adjudicator's Agreement
C1-16	C1.6 Safety Agreement (Pro Forma)
C1-18	C1.7 Transfer of Rights
C1-20	C1.8 Retention Money Guarantee
C2-3	C2.2 Bill of Quantities

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SCHEDULE 1A: SIGNED CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that

…….. (Tenderer)

Of……....(Address)

……..

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on .....(date), starting at

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

Particulars of person(s) attending the meeting:

Name ..... Signature ……..

Capacity .....

Name ..... Signature ……..

Capacity .....

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

Name …… Signature ……..

Capacity …… Date & Time…….

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SCHEDULE 1B: AUTHORITY OF SIGNATORY

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 and attach any supporting documentation to the relevant schedule.

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

A. CERTIFICATE FOR COMPANY

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

As witnesses:

1. ..... Signature : Sole owner: .....
2. ..... Date : .....

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2…….

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key-partners in the business trading as .....
.....hereby authorize Mr/Ms .....,.....
acting in the capacity of ....to sign all documents in connection with this 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-partners upon who rests the direction of the affairs of the Partnership as a whole.

C. 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 this tender and any contract resulting from it on our behalf.

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

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

D. CERTIFICATE FOR SOLE PROPRIETOR

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

As witnesses:

1. ..... Signature : Sole owner : .....
2. ..... Date : .....

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .... hereby authorize Mr/Ms ..... acting in the capacity of ....., to sign all documents in connection with this 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 who rests the direction of the affairs of the Partnership as a whole.

D. RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Resolution of a meeting of the Board of Directors/Members/Partners* of:

_____

_____

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____(place) on
_____(date)

Resolved that:

1. The Enterprise submit a Bid/Tender, in consortia/joint venture with the following enterprise.

   _____

   _____

   (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortia/joint venture)

   To the Employer and for the work explained in the Scope of Work.

   Tender No: _____(Tender Number as per Tender Document)

2. Mr/Mrs/Miss/Ms*:_____

   in his/her* capacity as: _____(position in the Enterprise)

   and who will sign as follows: _____

   be, and us hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with the relating to the consortium/joint venture, in respect of the project described under Item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture/consortium deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under Item 1 above.

   The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture/consortium agreement and the Contract with the Employer in respect of the project under Item 1 above.

   Physical Address: _____

   _____

   Postal address: _____

   _____

Telephone:
_____

Fax: _____

Email:
_____

	NAME	Enterprise	Capacity	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Note: 1. * Delete which is not applicable
1. This resolution must be signed by all the Directors/Members/Partners of the Budding Enterprise
2. Should the number of Directors/Member's/Partners exceed the space available above, additional names and signature must be added on a separate page.

Signed: **……**

As Witnesses: **1…….**

2…….

Date: **……..**

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SCHEDULE 1C: PROOF OF PURCHASE OF TENDER DOCUMENTS

The Tenderer must insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof.

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SCHEDULE 1D: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ..... ……., authorised signatory of the company, close corporation or partnership .... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

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SCHEDULE 1E: SCHEDULE OF SIMILAR WORK UNDERTAKEN BY THE TENDERER

The following is a statement of Building Works of a similar nature successfully completed executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed ..... Date ……..

Name ..... Position ……..

Tenderer .....

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SCHEDULE 1F: ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
TOTAL	

Signed ..... Date

Name ..... Position

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SCHEDULE 1G: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed ..... Date ……

Name ..... Position ……

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SCHEDULE 1H: DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, shareholder[2]):……..

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**

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
……

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

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.
……
……

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

3.14.1 If yes, furnish particulars:
……..
……..

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

…… ……
Capacity **Name of Bidder**

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SCHEDULE 1I: PREFERENTIAL POINTS

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

i. Price; and

ii. Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	(20)
Company operating within the Jurisdiction Dr NDZ LM	10

Company operating within the jurisdiction of Harry Gwala District Municipality	5
Company operating within the jurisdiction of KwaZulu-Natal Province	2
Company operating outside of KwaZulu Natal Province	0
Company 100% owned by black South African	2.5
Company 60% owned by black South African women	2.5
Company 100% owned by black South African youth	2.5
Company 60% owned by South African with disability	2.5
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable,

corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 60% owned by South African with disability	2.5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……
……

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECT

UNDERBERG CEMETARY FLUSHING TOILETS

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SCHEDULE 1J: MUNICIPAL ACCOUNT

MUNICIPAL ACCOUNT/ RATES SETTLEMENT

BIDDERS WITHIN DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA

I hereby confirm that my municipal rates are up to date or paid in full. See statement attached

NAME OF BIDDER: _____

DATE : ____/____/2026

I here confirm that my municipal rates are not up to date. I therefore grant DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY the right to deduct an amount equivalent to my outstanding rates.

NAME OF BIDDER: _____

DATE : ____/____/2026

BIDDERS OUTSIDE DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA

This serve to confirm that my rates with_____ municipality are up to date and have attached my municipal rates account as proof.

NAME OF BIDDER: _____

DATE : _____/_____/2026

This serve to confirm that my municipal rates with_____ municipality are not up to date.

I have made arrangement to settle this account by _____ **(ATTACH LETTER OF ARRANGEMENT AS PROOF)**

I intend to settle my account in full within ten (10) working days should I be favoured by DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY as a preferred bidder.

NAME OF BIDDER: _____

DATE : ___/____/2026

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SCHEDULE 1K: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder 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* audi alteram partem *rule was applied).*	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	***Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?*** *(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 ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	***Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?***	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

…….... *……...*

Signature *Date*

…… *……...*

Position *Name of Bidder*

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SCHEDULE 1L: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide **measures for the combating of abuse of the supply chain management system, and must enable the** accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;

   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

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

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

…… ……

Signature Date

…… ……

Position Name of Bidder

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SCHEDULE 1M: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: .....

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

* Insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, 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 _____

Name ..... Position _____

Enterprise name .....

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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SCHEDULE 1N: CURRENT COMMITMENTS			
Employer and Contract Description	**Contract Amount**	**Duration and Completion Date**	**Consulting Engineer**

Signature .....…….. Date …….....
(of person authorised to sign on behalf of the Tenderer)

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SCHEDULE 1O: CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Dr Nkosazan Dlamini Zuma Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: _____

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment if overdue for more than 30 days.

_____
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2026

Please note:
Even if the requested information if not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

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SCHEDULE 2A: DETAILS IF REGISTRATION WITH CIDB

The tenderer must attach to this page a certified copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by die CIDB. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

DETAILS OF REGISTRATION WITH CIDB

PRIMARY CONTRACTOR OR LEAD JOINT VENTURE PARTNER (WHERE APPLICABLE)

Contractors Name: ……

Contractors CIDB Registration Number: ……..

Contractors CIDB Registration Classifications: ……

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 1 (WHERE APPLICABLE)

Contractors Name: ……

Contractors CIDB Registration Number: ……..

Contractors CIDB Registration Classifications: ……

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 2 (WHERE APPLICABLE)

Contractors Name: ……

Contractors CIDB Registration Number: ……..

Contractors CIDB Registration Classifications: ……

Note: This information will be checked on the CIDB Website

Signature .....…….. Date …….....
(of person authorised to sign on behalf of the Tenderer)

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SCHEDULE 2B: CERTIFIED COPY OF COMPANY REGISTRATION (CK DOCUMENT/ SOLE PROPRIETARY)

The Tenderer must attach to this page proof of Company Registration.

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SCHEDULE 2C: CERTIFIED COPIES OF IDENTIFICATION DOCUMENTS OF ALL MEMBERS/ DIRECTORS OF ENTITY

The Certified copies of ID must be inserted here.

SCHEDULE 2D: TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN

TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN

The Tenderer must attach to this page an original and valid tax clearance certificate and tax compliance status PIN

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SCHEDULE 2E: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer must attach to this page a joint venture agreement, if applicable.

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SCHEDULE 2F: PROOF OF REGISTRATION WITH CENTRAL SUPPLIER'S DATA BASE (CSD)

The Tenderer must attach hereto proof of registration with CSD

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SCHEDULE 2G: LETTER OF GOOD STANDING FROM WORKMAN'S COMPENSATION

Attach an original (or certified copy) of the Workman's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by Workmen's Compensation Commissioner will be accepted.

Signature of Tenderer: …… Date: ……..……..

SCHEDULE 2H: PRELIMINARY PROGRAMME

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

PROGRAMME

ACTIVITY	WEEKS																								

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

SIGNATURE: ..... DATE: .....
(of person authorised to sign on behalf of the Tenderer)

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SCHEDULE 2I: CERTIFIED COPY OF LATEST MUNICIPAL ACCOUNTS STATEMENT

The Tenderer must attach a certified copy of latest Municipal accounts statement

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SCHEDULE 2J: Certified Certificate Specific Goal

The Tenderer must attach hereto Documents as stipulated on the table below:

Item No.	Specific Goal	Supporting Document	Tick
	Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address	
	Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address	
	Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address	
	Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address	
	Company 100% owned by black South African	Summary of CSD reflecting Race	
	Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender	
	Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender	
	Company 60% owned by South African with disability	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate	

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SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date ……

Name ..... Position ……

Tenderer ……

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SCHEDULE 3B: CONTRACTOR'S HEALTH AND SAFTEY DECLARATION

In terms of regulation 4(4) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

……

……

……

……

……

……

5. List potential key risks identified and measures for addressing risks:

……

……

……

……

……

……

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ..... ID NO: ……

(Name in Print):……

2. ..... ID NO: .....

(Name in Print): .....

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SCHEDULE 3C: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):
.....
.....
.....

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

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ..... ID NO: .....

2 ..... ID NO: .....

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Confirmation of Receipt

C1.2 Contract Data

C1.3 Form of Guarantee (Pro Forma as per specific contract)

C1.4 Adjudicator's Agreement

C1.5 Health and Safety Agreement

C1.6 Transfer of Rights

C1.7 Retention Money Guarantee

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C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.
By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount in Words
……

……

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature: .....

Name: *(in capitals)* ……..

Capacity of Signatory: .....

Name of Tenderer *(organisation):* .....

Address: .....

.....

Tel:…….. Fax: ..... ……
Witness:
Signature:.....Name: ..... ……

Date: .....

[Failure of a Tenderer to sign this form will invalidate the tender]

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.[1]

Signature: ……

Name: *(in capitals)* .....

Capacity: .....

Name of Employer *(organization):*.....

Address: **.....**

.....

Witness:
Signature: ..... Name: ..... ……

Date: .....

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

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

1. Subject .....

   Details

2. Subject .....

   Details

3. Subject .....

   Details

4. Subject .....

   Details

5. Subject .....

   Details

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

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

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C1.2: CONFIRMATION OF RECEIPT

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

The…….(day) of……..(month) 20……(year)

at ……(place)

For the Contractor:

……..

Signature

……..

Name

……..

Capacity

Signature and name of witness:

……..

Signature

……..

Name……..

Date…….

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C1.3: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010) (second edition) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.14	The time for practical completion is to be indicated by the Tenderer.
1.1.1.15	The name of the Employer is **Dr Nkosazana Dlamini Zuma Municipality**
1.2.1.2	The Employer's address for receipt of communications and notices is: Telephone: 039 833 1038 Facsimile: 039 833 1179 Address (Postal) : P.O. Box 62 Address (Physical): 1 Main Road Creighton Creighton 3263 3263
1.1.1.16 1.2.1.2	The Engineer is **Shardesh Sewlal Engineers** The Engineer's address for receipt of communications and notices is: Telephone: 031 266 7299 / 082 3310 780 Facsimile: 086 614 8113 E-mail : shardesh.sewlal@shardesh.co.za Address (Postal) : P O Box 358 Address (Physical): 1 Huntley Place Pavilion Westville 3611 3630
1.1.1.12	The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year
3.1.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: a) Expenditure in excess of the Contract Price.
4.10.1	The contractor shall be required to obtain such consent for the provision of labour. The contractor shall through the services of Site Liaison Officer obtain local labour in consultation with the Project Steering Committee. Any consent to be granted by the Engineer only.

Clause	Description
	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. **Provision of Hand tools:** The Contractor shall throughout the project duration, 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"
5.3	The Contractor shall commence executing the Works within 14 days of after the Employer has informed the Contractor *in writing* that his tender has been accepted.
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.5.1	The Works shall be completed within **2 months.**
5.6.1	The Contractor shall deliver his programme of work within 7 days of after the Employer has informed the Contractor *in writing* that his tender has been accepted.
5.8.1	The non-working Days are Saturday and Sundays The special non-working Days are: - Statutory public holidays; and - All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	The penalty for failing to complete the Works is **R5 000 per** day of the contract value per Calendar date • Removal of plant from site without engineers written consent – **R 2 000 per calendar day.** • Late payment of local labour by 30 days from date of payment – **R 2 000 per calendar day** The Contractor shall be liable to the Engineer for a sum of R 2 000 as a penalty for every working day that the engineer is employed on this project between due completion date and practical completion
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion

Clause	Description
6.2	The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor *in writing* that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract. The Form of Guarantee is to contain the wording of the document included in C1.4. The liability of the Guarantee shall be for 10% of the Tender Price (inclusive of Vat) up to the issue of the certificate of completion.
6.5.1.2.3	The percentage allowance to cover overhead charges for work executed on a day-work basis is : • 60% of the gross remuneration of workmen and foremen actually engaged in the daywork; • 15% on the net cost of materials actually used No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.
6.8.2	No escalation shall be applied for this Contract
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed. Refer Contract Data (Part 2).
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	There is no limit to the retention.
7.8.1	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
8.6.1	Insurance to be effected by Contractor
8.6.1.3	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.
8.6.1.3	The limit of indemnity for liability insurance is as per schedule below for any single liability claim. Liability insurance shall include spread of fire risk. Contract Price……..The Amount of First Loss Not exceeding R100 000-00……R 5 000-00 Exceeding R100 000-01 but not exceeding R500 000-00…….R10 000-00 Exceeding R500 000-01 but not exceeding R1 000 000-00 ....……...R20 000-00 Exceeding R1 000 000-01 but not exceeding R2 000 000-00 ..... R30 000-00 Exceeding R2 000 000-01 but not exceeding R4 000 000-00 ..... R40 000-00 Exceeding R4 000 000-01 ..... R50 000-00 The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Sub-Clause 38(1)(a)(i) cannot take place without prior approval of the Employer. Furthermore, the insurance cover effected by the Contractor shall meet the following requirements: (a) Third party Insurance (Public Liability) i) Minimum amount of any one occurrence, unlimited as to the

Clause	Description
	number of occurrences for the period of the contract, inclusive of the maintenance period..... R1 000 000 ii) Consequential loss to be covered by the policy……Yes iii) Liability section of the policy to be extended to cover blasting……..Yes iv) Maximum excess per claim or series of claims arising out of any one occurrence…….R20 000 (b) Principal's own surrounding Property Insurance i) Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property…….R500 000 ii) Maximum first excess……R10 000 (c) Insurance of Materials Supplied by Council The approximated current value of materials (including VAT) to be supplied to the Contractor by the Council……R Nil (d) Insurance of Works i) Cover Required: ……... Contract Price ii) Maximum excess required …… .. R 25 000 iii) Minimum amount for additional removal of debris (no damage)..... R Nil iv) Minimum amount for temporary storage of materials off site, excluding Contractor's own premises. ..... R Nil v) Minimum amount for transit of materials to site ..... R Nil vi)SASRIA (Riot) Certificate to be issued in joint names of Council and Contractor for the full value of the works (including VAT). Yes
8.6.4	Delete Clause 8.6.4
8.6.5	The insurance referred to in Clause 35.1 is to be effected with a company registered in South Africa

Clause	Description
Additional Conditions of Contract	**EXTENSION OF TIME FOR ABNORMAL RAINFALL** Extensions of time in respect of Clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (Nw - Nn) + \left(\frac{Rw - Rn}{X}\right)$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 m or more has been recorded for the calendar month. Rw = Actual average rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. The rainfall records applicable in respect of this Contract are those recorded at Underberg and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of N_n and R_n are to apply:

Clause	Description

MONTH	N_n (days)	R_n (mm)
January	4	132.8
February	3	98.5
March	3	92.1
April	1	43.5
May	1	24.1
June	0	11.2
July	1	20.9
August	1	28.6
September	2	54,1
October	3	91.5
November	3	107.6
December	3	114.5
TOTAL	**25**	**819.4**

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

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C1.3: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.8	The name of the Contractor is ……..…… …… *[Enter the Legal name of the Contractor]*.
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) : ..... Address (Physical) : ....
6.3	Selection of Sub Contractors The Tenderer shall list below the Subcontractors whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors. Should any of or all of the specialist Subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor not listed below being approved by the Employer. Schedule of Specialist Subcontractors Specialised Item Name and Details of Specialist Subcontractors
6.3	The variation in cost of special materials is: Type of Material Unit Rate or Price ....

Signed on behalf of Tenderer: ……

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C1.4: FORM OF GUARANTEE

Tender No. PWBS-B 027/26/27

WHEREAS
(hereinafter referred to as “the Employer”) entered into, a Contract with

……

(hereinafter called “the Contractor”) on the ..... day of..... 2025

for the construction of ……

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 .....

..... (R)

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 2025

As witnesses:

1. ..... Signature ……

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

Address

……

……

……

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C1.5: ADJUDICATOR'S AGREEMENT

This agreement is made on the .....day of ……. between:

…… (name of company/organisation)

of ……

…….…… (address)
and…… (name of company/organisation)

of
……

…… (address) ……(the Parties) and……

..... (name)
……..

of
……

…….. (address)

(the Adjudicator).

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

and known as

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

** Delete as necessary*

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

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

SIGNED by: _____	SIGNEDby: _____	SIGNED by: _____
Name: who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	Name: who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	Name: who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of
Witness _____ Name: _____ Address:	Witness _____ Name: _____ Address:	Witness _____ Name: _____ Address:
Date: _____	Date: _____	Date: _____

Contract Data

1.	The Adjudicator shall be paid at the hourly rate of R…….. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2.	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. b) Telegrams, telex, faxes and telephone calls. c) Postage and similar delivery charges. d) Travelling, hotel expenses and other similar disbursements. e) Room charges. f) Charges for legal or technical advice obtained in accordance with the Procedure.
3.	The Adjudicator shall be paid an appointment fee of R ……. This fee shall become payable in equal amounts by each Party within fourteen (14) days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee, the balance shall be refunded to the Parties.
4.	The Adjudicator is/is not* currently registered for VAT.
5.	Where the Adjudicator is registered for VAT, it shall be charged additional in accordance with the rates current at the date of invoice.
6.	All payments, other than the appointment fee (item 3) shall become due seven (7) days after receipt of invoice, thereafter interest shall be payable at 5 % per annum above the Reserve Bank base rate for every day the amount remains outstanding.

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C1.6: HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY** (hereinafter called the EMPLOYER of the one part, herein represented by:

....

in his capacity as: .....;

AND: ....

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

Tender No: ……..

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR 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 CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and

   2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..……..……...……...…….. for and on behalf of the **CONTRACTOR**

on this the …… day of ……...……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at ……. for and on behalf of the **EMPLOYER** on this

the …….. day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

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C1.7: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

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 defect 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.

This 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	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: ……Date: ……..……..……
for and on behalf of the Contractor.

Witnessed 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 2004

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C1.8: RETENTION MONEY GUARANTEE

Employer: (*name)*.....

(*address)* .....

Contract No: .....

(Contract title) .....

The guarantee is issued on behalf of .....

Registration No ..... (hereinafter referred to as "the Contractor") in connection with the above-mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent .....

(*full name of guarantor*) registration number…….. undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

3. Our aggregate liability under this guarantee is limited to R……..... (*in words* .....

   .....) and is restricted to payment of monies only.

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

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at.....……..... for and on behalf of .....….....

on this the ..... day of .....…..... in the year 20.....

GUARANTOR: .....…….

WITNESSES: 1..... 2.....

Name..... Name .....….....

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PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

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C2.1: PRICING INSTRUCTIONS

PREAMBLE TO THE BILL OF QUANTITIES

C2.1.1.1 The Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. The payment Clause of each Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

C2.1.1.2 The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.

C2.1.1.3 The clauses in a specification in which further information regarding the billed item can be obtained appear under “Payment Refers” in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the item item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

C2.1.1.4 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional Works carried out and that the Employer’s Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.

C2.1.1.5 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.

C2.1.1.6 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.

C2.1.1.7 Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

C2.1.1.8 All the rates tendered and inserted in the Bill of Quantities shall be **exclusive** of VAT. Provision has been made on the Summary Page of the Bill of Quantities for the addition of VAT. Except that they shall not include Value Added Tax (VAT), the rates to be inserted in the

Bill of Quantities are to be the full inclusive rate to the Employer for the work described under each item. Such rates shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

C2.1.1.9 Notwithstanding C2.1.1.8 above, all rates tendered and inserted in the Bill of Quantities against each item shall be deemed to be inclusive of the Contractor's labour cost for all permanent unskilled, semi-skilled, skilled and supervisory staff. All other labour costs in terms of local labour employed in terms of Sub Clauses 4.3.5 and 4.3.6 of the Conditions of Contract, shall be payable to the Contractor as listed and detailed under Section 1: Preliminary and General of the Bill of Quantities.

C2.1.1.10 A rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no rate has been entered will be considered to have a rate of R 0, 00.

C2.1.1.11 The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.

C2.1.1.12 Attention is drawn to Clause 6.7 of the Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The final Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.13 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.1.14 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

C2.1.1.15 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Standard Conditions of Tender. (Refer also CIDB Practice Note No. 2 dated August 2006)

C2.1.1.16 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
hr	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m^2	=	square metre
m^2-pass	=	square metre-pass
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
L/sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	work day
months	=	months
veh/month	=	vehicle month
man-day	=	each flagman per day

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C2.2: BILL OF QUANTITIES

SECTION 1: ESTABLISHMENT - PRELIMINARY AND GENERAL					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
1.0	**SECTION 1: PRELIMINARY AND GENERAL**				
1.1	**GENERAL**				
1.1.1	**FIXED AND VALUE RELATED ITEMS**				
1.1.1.1	Contractual Requirements	L/Sum	1		
1.1.1.2	Establishment of Facilities on Site				
1.1.1.3	c) Name Board	No.	1		
1.1.1.4	Facilities for Contractor / Engineer				
1.1.1.5	a) Offices and Storage Sheds	L/Sum	1		
1.1.1.6	e) Ablution and Latrine Facilities	No.	1		
1.1.1.7	f) Tools and Equipment	L/Sum	1		
1.1.1.8	g) Water Supplies, Electricity and Communication	L/Sum	1		
1.1.1.9	h) Dealing with Water on Site	L/Sum	1		
1.1.1.10	Other Fixed Charge - Obligations	L/Sum	1		
1.1.1.11	Removal of Site Camp	L/Sum	1		
	OCCUPATIONAL HEALTH AND SAFETY ACT AND CONSTRUCTION REGULATIONS				
1.1.1.13	Contractors Initial / Fixed Obligations	L/Sum	1		
1.1.1.14	Submission of Health and Safety File	L/Sum	1		
1.1.1.15	Contractors time related obligations	Mth	2		
1.1.1.16	Environmental Control Officer	P.Sum	1	R 25 000,00	R 25 000,00
1.1.1.17	Leanership (Student / Graduate)	P.Sum	1	R 17 000,00	R 17 000,00
1.1.1.18	CLO @ R4600/mth	P/Sum	1		
1.1.1.19	Personal Protective Clothing EPWP Yellow Colour	L/Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1: TIME RELATED ITEMS					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
1.1.2	**SCHEDULED TIME - RELATED ITEMS**				
1.1.2.1	Contractual Requirements	Mths	2		
1.1.2.2	c) Name Board	Mths	2		
	Facilities for Contractor / Engineer				
1.1.2.3	a) Offices and Storage Sheds	Mths	2		
1.1.2.4	e) Ablution and Latrine Facilities	Mths	2		
1.1.2.5	f) Tools and Equipment	Mths	2		
1.1.2.6	g) Water Supplies, Electricity and Communication	Mths	2		
1.1.2.7	h) Dealing with Water on Site	Mths	2		
1.1.2.8	Supervision for Duration of Contract	Mths	2		
1.1.2.9	Maintaining Requirements of the OHS Act	Mths	2		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 1					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 1**				
2.1	**SITE CLEARANCE**				
2.1.1	Clear and Grub Site and Dispose to within 1km of site.	m2	60		
2.2	**EARTHWORKS**				
2.2.1	i. Topsoil Removal to a nominal depth of 100mm	m3	6		
	Rate to include for disposing material within 1.0km of the site.				
	ii. Earthworks to level site	m3	40		
	Rate to include for compacting any fill in maximum 150mm thick layers to 96% Mod ASSHTO Density				
2.2.2	Restricted excavation for slabs and footings not exceeding 2m deep, stockpile and maintain	m3	8		
2.2.3	Extra over Item 2.2.1 and item 2.2.2 for intermediate excavation	m3	2		
2.2.4	Restricted Excavations in all materials for aprons and walkways	m3	2		
2.2.5	Backfill with selected imported G5 material to underside of floors, compacted to 96% Mod AASHTO Density	m3	8		
2.2.6	Spray an appropriate insecticide under floor slabs	m2	15		
	To be undertaken by Specialist Pest Control Sub-Contractor and Rate is to include for supply of Pest Control certificate				
2.3	**FOUNDATIONS (Refer to Specifications)**				
2.3.1	Grade 30/19 Concrete Raft Slab including reinforcement, Mesh Ref 193	m3	6		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 2					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 2**				
2.4	**FLOOR CONSTRUCTION (*Refer to Specifications)***				
2.4.1	One Layer 250 Micron USB Green Water Proofing Sheet under Surface Beds	Sum	1		
2.4.2	3:1 Soil Cement Screed 25mm	m2	15		
	Rate to include for setting out, all form work and Ref 193 Mesh				
2.4.4	Grade 30/19 Concrete to Wooden Trowel Finish - Aprons and Walkways	m3	3		
	Rate to include for setting out, all form work and Ref 193 Mesh				
2.5	**FLOOR FINISH (Refer to Specifications)**				
2.5.1	Powerfloat concrete surface	m2	15		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 3					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 3**				
2.6	**WALL CONSTRUCTION (Refer to Specifications)**				
2.6.1	Damp proof course, 375micron polyethylene DPC sheeting	L.Sum	1		
2.6.2	M150 Concrete Block Walls, minimum 3.75mPa Strength	m2	54,78		
2.6.3	M100 Concrete Block Walls, minimum 3.75mPa Strength	m2	20,79		
2.6.4	Internal Plaster using a 4:1 cement mixture	m2	96,36		
2.6.5	External Plaster using a 4:1 cement mixture	m2	54,78		
2.6.6	Approved Standard pre-stressed concrete lintel bedded in mortar and exceeding not less than 225mm on either side of the openings.	m	12		
2.6.7	229 x 152mm Terra Cota Vermin Proof Air Bricks	No	8		
2.7	**WALL FINISHES AND COVERINGS (Refer to Specifications)**				
2.7.1	Paint Finish 1: Matt Interior Light Cream or similar approved	m2	96,36		
2.7.2	Paint Finish 2: Matt Exterior Pure White or similar approved	m2	54,78		
2.7.3	Porcelain Wall Tile above sink: 2 rows 300mm x 300mm half body gloss porcelain tile with approved tile adhesive	m2	2,4		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 4					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 4**				
2.8	**ROOF CONSTRUCTION**				
2.8.1	Timber roof trusses	L/Sum	1		
	Tendered rate is to include for the design of the trusses by the supplier's specialist roofing engineer, supplying all materials, hoisting and erecting the trusses, all galvanished steel angle roof anchor, bolts and any other items required to complete the installation. Rate to to include for the supply of certificates for the design and erection of the trusses				
2.8.2	Roof Covering: 0.5mm thick Aluminium - Zinc coated steel, Box ribbed (IBR) profiled roof sheeting	L/Sum	1		
	Tendered rate is to include for supplying all materials, hoisting and erecting the sheeting, valley linings, water proofing, flashing, all screws, nuts and bolts and all other items required to complete the roof installation. Rate to include for the supply of a certificate for the installation of the roof covering complete.				
2.9	**CONCRETE / STEEL / ALUMINIUM COMPONENTS AND STRUCTURES (Refer to Specifications)**				
2.9.1	Aluminium Gutters: Charcoal Seamless, 0.5mm thick ,"OGEE Profile" Commercial Quality	L/Sum	1		
	(Rate to include for all components to complete the installation)				
2.9.2	Fascia - 250 x 10mm thick FC77 Fibre Cement Fascia	L/Sum	1		
	(Rate to include for all components to complete the installation, and painting)				
2.9.3	Downpipes: 75mm x 100mm fluted Industrial downpipes	L/Sum	1		
	(Rate to include for all components to complete the installation)				
2.10	**CEILINGS (Refer to Specifications)**				
2.10.1	Sloped Ceiling to match roof pitch - 9.5mm Gypsum Board including plaster and coved cornice	L/Sum	1		
	(Rate to include for all components to complete the installation, and painting)				
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 5					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 5**				
2.11	**ELECTRICAL INSTALLATION (Refer to Electrical layout)**				
2.11.1	Design and Install Electrical and Lighting System Complete	P/Sum	1		
	A provisional sum amount is allowed for the design and installation of the electrical supply and lighting complete including all fixtures and fittings and commissioning and issuing of the Certificate of Compliance.				
2.11.2	Eskom Application and Connection to Eskom Supply	P.Sum	1	R 25 000,00	R 25 000,00
2.12	**FIRE INSTALLATION (Refer to Fire Layout)**				
2.12.1	Supply and Install Fire Extinguisher	No.	2		
2.12.2	Supply and Install Fire Extinguisher Signs	No.	2		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 6					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 6**				
2.13	**DRAINAGE AND WATER RETICULATION (Refer to Drainage and Water Reticulation Specifications)**				
2.13.1	**FIXED FURNITURE AND FITTINGS**				
2.13.1.1	Glazed ceramic hand wash basins	No.	4		
2.13.1.2	Glazed ceramic water closest and glazed ceramic cisterns	No.	2		
2.13.1.3	Paraplegic Toilets, as per specifications	No.	2		
2.13.1.4	Taps, Valves and Traps	No.	4		
2.13.1.5	Plastic waste traps	No.	4		
2.13.1.6	Mirrors	No.	4		
2.13.1.7	Toilet Roll Dispensers	No.	4		
2.13.1.8	Paraplegic Handle Bars	No.	4		
	Tendered rate for items 2.13.1.1 to 2.13.1.8 is to include for all pipework, fittings, couplings and all other items required to complete the water reticulation installation.				
2.13.2	**DRAINAGE**				
2.13.2.1	Inspection Eyes	No.	2		
2.13.2.2	Supply and Lay 110mm dia uPVC sewer pipe including all excavations and backfilling using in situ materials.	m	10		
2.13.2.3	Gulleys	No.	2		
2.13.2.4	Supply and Install 3 Chamber LG Green septic tank using precast concrete panels or similar approved installed to suppliers details and specifications. (*Tendered Rate is to include for all excavations, backfilling, all fittings, bends, joins, couplings and any other item required to complete the installation and connection to the 100dia pipe and to the infiltrator chambers)*	L. Sum	1		
2.13.2.5	Construct 10m long French Drain including inspection eyes, 100mmdai pipes, end caps, geo-fabric, any sand or stone required to complete the installation. *(Tendered Rate is to include for all excavations, backfilling, all fittings, bends, joins, couplings and any other item required to complete the installation and connection to the Septic Tank)*	L.Sum	1		
2.13.2.6	Supply and lay 22mm dia. water supply pipes. Tendered rate is to include for all excavation, backfilling, couplings and all items to complete the installation	m	15		
2.13.2.9	Supply and install 55mm dia. waste pipes, all couplings and items required to complete the installation	m	20		
2.13.2.10	Procure, supply and install single concrete outside wash trough with concrete pedestal and tap. (*Tendered rate is to include procuring, supply and installing the wash trough complete with water supply pipes, outlet pipes, connection to waste pipes, all fittings, and tap connection)*	Sum	1		
2.13.2.11	Construct wall mounted outside tap (*Tendered rate is to include for all pipes, all fittings, wall mounting, and concrete slab (1m x 1m x 0.150m thick)*	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					R -

SECTION 2: BUILDING WORKS 7					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2.0	**SECTION 2: BUILDING WORKS 7**				
2.14	**DOORS (Refer to Door Schedule)**				
2.14.1	D01 (Including frame and all items to complete installation)	No.	4		
2.15	**WINDOWS (Refer to Window Schedule)**				
2.15.1	NE1 (Including glazing, burglar bars and installation)	No.	4		
FORWARD TO SUMMARY					

SECTION 2: BUILDING WORKS 8					
Item No	**Description**	**Unit**	**Total**	**Rate (R)**	**Amount R**
2,0	**SECTION 2: BUILDING WORKS 8**				
2,16	**OTHERS**				
2.16.1	2400L Rainwater Storage Tank on 600mm high concrete block tank stand Tendered rate is to include construction of tank, overflow pipe, plastering and painting tank stand and plastic tap	L.Sum	1		
2.16.2	Allow Prov Sum for any other works not caterred for in the bill	P. Sum	1	R 15 000,00	R 15 000,00
TOTAL CARRIED FORWARD TO SUMMARY					

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

SUMMARY OF SECTIONS

Section	Description	Amount
1	Section 1: Preliminary and General - Fixed and Value Related Items	
1	Section 1: Preliminary and General - Time Related Items	
2	Section 2: Building Works 1 - Site Clearance & Earthworks	
2	Section 2: Building Works 2 - Flooring and Floor Finish	
2	Section 2: Building Works 3 - Wall Construction. Finishes	
2	Section 2: Building Works 4 - Roof Construction, Concrete / Steel / Aluminium	
2	Section 2: Building Works 5 - Ceilings / Electrical / Fire	
2	Section 2: Building Works 6 - Drainage and Reticulation	
2	Section 2: Building Works 7 - Doors and Windows	
2	Section 2: Building Works 8 - Others	
	SUBTOTAL 1	
	ADD 15% VAT	
	ESTIMATED TOTAL COST	

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

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PART C3: SCOPE OF WORK

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Particular Specification

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

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C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer desires to construct flushing toilets at the Underberg Cemetary in Ward 3 of Dr Nkosazana Dlamini Zuma Municipality.

The Employer desires that the work required for the construction be of a high standard, completed in the shortest practical time whilst making maximum use of local labour in accordance with Expanded Public Works program.

The construction works shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

C3.1.2 OVERVIEW OF THE WORKS

The works will comprise the construction of Flushing Toilets at the Underberg Cemetary in Ward 3 of Dr Nkosazana Dlamini Zuma Municipality.

C3.1.3 EXTENT OF THE WORKS

Work included in this contract involves the following:

- Construction of a masonry flushing toilets, plastered and painted internally and externally;
- Timber trusses;
- Aluminium zinc coated steel, box ribbed roof sheeting fixed on timber purlins;
- Concrete floors power floated surfaces;
- Steel windows windows;
- Steel doors;

Facilities to be provided

1 x Male Toilet

1 x Female Toilet

1 x Male Paraplegic Toil

1 x Female Paraplegic Toilet

Existing Services

- Buried services to be located and protected or re-located

Accommodation of traffic / pedestrians

- No traffic control is required.
- Appropriate temporary signage shall be displayed on the site security fence.

As-built surveys

- As-built survey of all permanent works, including services (relocated and/or proved)

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the prescribed holiday periods as set out in the Contract Data.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

RECOMMENDED BY:	APPROVED BY:
Mrs. KG Mtolo **SENIOR MANAGER: COMM**	**DR.N.C. VEZI** **MUNICIPAL MANAGER**

C3.1.4 LOCATION OF WORKS

The site is situated in Underberg Ward 3 of Dr Nkosazana Dlamini Zuma Municipality.

Refer to C4.1 for a Locality Plan.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

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C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process	Employer (Engineer)
Basic engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved for construction stage	Employer (Engineer)
Temporary works	Contractor
Information for preparation of “as built” drawings	Contractor
Preparation of as-built drawings and closeout	Employer (Engineer)

C3.2.2 DRAWINGS

The drawings listed below are provided and shall form part of the contract documentation. Additional or revised construction drawings will, in terms of Clause 13.1 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

CIVIL DRAWINGS	
Drawing Number	**Drawing Description**
	Site Plan, Floor Plan, Sections and Elevations

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

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C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

As per the Dr Nkosazana Dlamini Zuma Municipality Preferential Procurement Policy.

This document shall be made available from the Employer on the contractor's request

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

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C3.4: CONSTRUCTION

STANDARD SPECIFICATIONS

C3.4.1 Standard Specifications

For the purposes of this Contract the latest issues of the following specifications shall be applicable:

- SANS 1200: Standardized Specifications For Civil Engineering Construction
- 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
- SANS 1921 - 2 (2004): Accommodation of Traffic on Public Roads Occupied by the Contractor.

STATUS

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

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

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

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 GENERAL DESCRIPTION OF THE PROJECT

Construction of a flushing toilets at the Underberg Cemetary Ward 3 of Dr Nkosazana Dlamini Zuma Municipality.

PS-2 DESCRIPTION OF THE WORK

This description is a broad outline of the contract works and does not limit the work to be executed by the Contractor in terms of the Contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms, the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities of this Document.

2.1 Location of the project

Refer to C3.1.4 Location of Works above.

2.2 The Site

The Contractor shall confine his operations to the site for the new community creche. He shall take all necessary precautions to avoid damaging existing services, buildings, roads, fences, etc. The Contractor shall make good any damage to such services and structures at his own expense.

2.3 Access to the Site

The site is located in the In Underberg along Ridge Road in Ward 3 at the approximate central coordinates:

- Latitude 29° 47' 17.37"S and Longitude 29°29' 12.13"E

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

The Contractor, in making use of existing roads for hauling of materials to or from the site, shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days of such spillage occurring. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

2.4 Nature of the work

The nature of the work included in this Contract is for the construction of Flushing Toilets at the Underberg Cemetary for Dr Nkosazana Dlamini Zuma Municipality. The work is to be undertaken by Contractors with the necessary expertise, resources and previous experience of constructing buildings of a similar nature and order.

This project is labour intensive. Work such as: -

- Excavation and levelling of the site for the toilet structure
- Foundation excavations;
- Spreading and compacting selected backfill;
- Fixing of steel;
- Mixing and placing concrete;
- Blockwork, plastering, painting and related building works;
- Installing electrical and plumbing services;

In pursuance of the adoption of labour-intensive construction methods and RDP principles, the Contractor shall be required to undertake training of members of the local population. The Contractor shall train nominated community members as bricklayers, pipe-layers, skilled labourers, etc. Refer to Part G of this document. Work done under labour-intensive methods shall be done on task-based methods. Payment to the Contractor for labour-intensive methods shall however be made as per the tendered unit rates.

2.5 Detailed description of the project

The detailed description of the works shall be as per C3.1 above

2.6 Areas for Stockpiling or Spoiling of Material

Construction materials may be temporarily stockpiled on site as agreed by the Engineer / Employer and local community.

All spoil material shall be hauled to and disposed of at sites agreed by the Engineer and local community and on completion of the work the sites are to be landscaped and vegetated.

2.7 Liaison with Community Leaders

In order to ensure the successful and uninterrupted completion of the Contract, liaison meetings will be held at least every two weeks with the Community Liaison Officers (CLO's) appointed by the local ward Councillors / PSC. It will be the Contractor's responsibility to arrange these formal meetings and shall distribute minutes between the CLO's, the Engineer's Representative and himself. Communications and negotiations with regard to the employment of local labour, spoil areas etc, must be maintained throughout the contract duration.

The Contractor shall be responsible to reimburse the CLO for the entire duration of the contract at the prescribed rate of **R4600** per month.

2.8 Materials Information

Materials report to be provided to the successful contractor.

2.9 Proposed Training and Construction Programme

Tenderers must submit with their Tender comprehensive details of their proposed training and construction programme for the portion of the works to be constructed by conventional methods and the portion to be constructed by labour-intensive methods.

The Tenderer shall state in the Appendix to the Form of Tender the time for completion. Within five days after awarding the contract, the Contractor shall submit his programme to the Engineer for approval, in the form of a bar chart, showing clearly in addition to the requirements of Clause 12 of the General Conditions of Contract:

(a) the proposed rate of progress in order to complete the works within the required period as stated in the Appendix, stating the various activities and their duration for each element of the works in sufficient detail to be able to gauge construction progress;

(b) the Contractor's plant commitment on the contract;

(c) critical path activities;

(d) his anticipated value of work (cash flow) to be done during each month;

(e) the training arranged by the Contractor for the nominated persons; and

(f) the number of trainees in each discipline.

When preparing a construction programme, the Contractor must note the following:

(a) All work is to be completed within Eight (8) months, inclusive of any number of 'Construction Industry Holidays' in December and January which may occur, and all 'Special non-working days'.

(b) Allowance must be made for expected delays due to normal rainy weather as defined in PS 2.10.

(c) Allowance must be made for 'Special non-working days' as described in C1.2: Contract Data Provided by the Employer.
(d) Allowance for any time required for accommodation of vehicular or pedestrian traffic to comply with the stated requirements in terms of maintaining access

2.10 Climate

The rainfall records applicable in respect of this Contract are those recorded at Creighton and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The values of N_n and R_n as noted in Contract Data are to apply:

2.11 Minimum Local Resources Target

1. Labour

It is a requirement of this contract that the minimum labour target value sourced from the Local Municipal area is **5** number of the local labour. Remuneration local labour rate must be a minimum of **R190/task/day.**

2. Materials

It is a requirement of this contract that the minimum materials target value sourced from the Nkosazana Dlamini Zuma District Municipality area is 60% of the total contract value.

3. Penalties

The targets stated above are the minimum. On completion of the contract the actual local resources utilised in the contract will be measured. In the event of the Contractor not meeting the target, the following penalties will be payable.

Resource	Minimum (part of total Contract value)	Deviation (less) than target	Penalty of Total Contract value
Labour	20%	For each 1%	0.5%
Materials	38%	For each 1%	0.75%

2.11.1 Labour

It is recognized that the construction of a project such as this, requires the use of skilled personnel. Where possible however, local labour is to be used for all unskilled construction operations.

A PSC has been established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within all the affected communities.

The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC. The PSC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

2.12 Existing Services

Contractor is to prove, protect and maintain all existing services encountered on site for the duration of the contract and would be required to remove, realign or temporarily replace services as required under this contract.

Where the service owner is required to relocate their services, the contractor shall liaise with the service owner to determine the extents and timeframe of the relocation and to incorporate this information in his own programme and works methodology. The contractor may not refuse the service owner access to the site and shall provide the service owner sufficient space to do the relocations in a safe and logical method. The programming of the relocations shall be negotiated between the contractor and service provider.

Where necessary, the relocation / protection of services shall be done by the contractor under the supervision of the service owner.

2.13 Security

The provision of security for the Contractor's Site Establishment shall be his own responsibility, and no claims for additional security measures taken during the currency of the contract will be considered other than as provided for in Clause 54 of the Conditions of Contract**.**

It is the responsibility of the Contractor to provide adequate security for the material on site and the works. Together with good community liaison and involvement, it is possible to maintain the risk at an acceptable level and have a successful project.

PS-3 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is important for this Contract. The environmental control of the site shall be governed by the Environmental Management Programme (EMPr) included in Particular Specification C3.3 of this document, which provides *inter alia,* for:

(a) The Contractor must allow for the satisfactory combating of dust and noise nuisance over the full extent of the construction work, for the duration of the Contract.

(b) The Contractor must make provision for the prevention of excessive erosion and siltation in the construction area and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer, all at the cost of the Contractor.

(c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.

(d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.

(e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.

(f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed, authorised disposal facilities.

(g) Control of invader species of plants.

(h) Clearing shall be limited to sports field area and under the relevant site clearance items in the bill of quantities

PS-4 CONTRACTOR'S CAMP SITE

The site itself can be used to set up the site camp.

The Contractor must take full cognizance of the regulations regarding the clearing of bush and felling of trees and no tree may be removed without the written permission of the Engineer and Employer.

The standard of the Contractor's camp, offices, accommodation, ablutions and other facilities must comply with the regulations of the relevant authority. Details of the facilities to be provided are to be submitted to the Engineer for approval.

The Contractor is to familiarize himself and comply with, all local by-laws and Government Regulations pertaining to the employment, transport and accommodation of labour.

PS-5 FACILITIES FOR THE ENGINEER

A container facility providing a table and 12 chairs is to be provided for meetings.

All quality control tests will be undertaken by a commercial laboratory.

PS-6 POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements for the supply of electricity and other services. No direct payment shall be made for the provision of such services. The cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required or in the contractors Preliminary and General items.

PS-8 RECORD DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services exposed or encountered, as well as the cover levels, shall be indicated on the drawings. Record drawings are to be completed as work progresses and will be signed at progress meetings. The completion certificate shall only be issued after the Engineer has received a properly marked up set of record drawings and a ground and services survey in a format to be agreed. The survey shall be based on the same datum and trigonometric points as the issued construction drawings. Should this aspect not be strictly adhered to, the Engineer may withhold payment of all related items until the Contractor complies with this clause. A separate payment has been allowed for this service, and all costs related thereto shall be deemed to be included in the related item.

PS-10 PROTECTION OF PRIVATE PROPERTY

The Contractor shall take all the necessary steps to protect private property during construction. All fences, buildings, lean-tos, etc. shall be protected against damage that may arise as a result of the Contractor's operations on site. The Contractor shall bear the cost of the repair of any damage to any private property, damaged as a result of the Contractor's operations on site.
The Contractor shall also provide access to the existing dwellings / businesses at all times. Where it is necessary to restrict access, the contractor shall obtain written permission from residents / business

owners describing the extents and duration of the restriction. Full access shall always be provided outside of working hours or on non-working days.

The contractor shall nominate a safety representative who shall be available at all times to deal with incidents or problems on the site, whether caused by the contractors works or not. The contact details of the representative shall be provided to the Employer, Engineer, local traffic / policing authorities and local community representatives. This requirement shall also apply should the contract extend across any site closure periods.

PS-11 COMMUNICATIONS EQUIPMENT

The Contractor is to arrange for his own telephone / cell phone / fax on site, which is to be made available to the Engineer or his representative for official purposes during working hours. All costs associated hereto shall be the responsibility of the Contractor.

PS-12 DEALING WITH WATER

No water shall be allowed to accumulate in any portion of the excavations during construction of foundations and installation of pipe bedding. The excavations shall be protected against any water entering them whether by seepage, rains, storms, floods or any other means. Any water found in the excavations shall be immediately removed by pumping or baling.

It is the Contractors responsibility to keep foundations and excavations free of water and the Contractor must supply all pumps etc. to remove water.

PS 12. 10: CEMENT

Cement shall be Portland cement complying with the requirements of SABS Specification 471 or PC 15 complying with SABS 831 damp-proof with a tarpaulin. The bags of cement shall be closely stacked in order to reduce air circulation.

PS 12. 11: SAND

Sand for concrete work shall be clean, sharp, coarse river sand or other approved sand / grit. It is to be free from soft particles, clay, organic matter or other impurities. The fine aggregate shall comply with the requirements of SABS 1083 unless an approved aggregate, which has satisfactory test results, is available.

PS 12. 12: STONE

The coarse aggregate shall comply with the requirements of SABS Specification 1083. All stones for concrete shall be clean, hard with durable particles and to the size as specified. It will be the Contractors responsibility to ensure that the aggregates are not alkali reactive.

PS 12. 13: CONCRETING

All concrete is to be mechanically vibrated during pouring to ensure that no honeycombing occurs. Prior permission must be obtained from the Engineer or his / her representative in the events of the Contractor requesting to carry out patching of the concrete after stripping the shuttering.

The placing of the concrete shall be completed within half -an- hour after mixing or within half - an- hour agitation and within 2.5 hours after mixing in the case of ready mixed concrete. On no account shall concrete be incorporated into work after it has attained its initial set.

Concrete surface beds shall be laid in panels not exceeding 20 square metres in area or with the length of any panel not exceeding 4.5 metres in length. Each joint is to be neatly finished off to the Engineers approval.

PS12. 14: VOLUME BATCHING

All concrete is to be mixed in an approved concrete mixing machine, under the supervision of a competent Artisan. All design mixes must be strictly adhered to as specified in the schedule of quantities.

In the event of sand not completely dry, an allowance must be made for bulking due to the moisture content.

PS 12.15: STRENGHT OF CONCRETE

The Contractor shall be responsible for the design strength of the concrete and for the measurements of the constituent materials to produce concrete that complies with the specified requirements.

PS 12. 16: CURING OF CONCRETE

After concrete has been placed, all exposed surfaces shall be kept damp for at least 10 days by means of wet canvas or sacks or by continuous hosing.

PS 12. 17: FORMWORK / SHUTTERING

All formwork must be clean, straight and rigid with tight joints, which will prevent any leakage of the liquid matrix. The Contractor will be responsible for:

a) Designing all formwork and ensuring the stability thereof.
b) Any loss or damage arising from defective Design, materials or workmanship.

Formwork is to be accurately erected to ensure that it is in accordance with the drawings and specification. Immediately before concreting, the formwork must be clean, wet and kept damp whilst the concrete is being placed. The formwork must remain in place for a minimum period of 4 days in the case of ground slabs.

PS 12. 18: REINFORCEMENT

Before being placed in position all reinforcing shall be thoroughly cleaned of all grease, oil, dirt, bitumen, scale and free of rust. Great care must be taken to retain reinforcing in the correct position during the entire period of concreting.

The welded fabric reinforcement shall comply with the requirements of SABS Specification 1024. Reference 193 welded steel fabric reinforcing shall be used in the floor slab with spacers as lifting of the reinforcing during pouring concrete will not be permitted.

PS 12.20: BUILDING SAND

The sand must be clean, free of clay, impurities and vegetable matter and comply with the requirements of SABS Specification 1090.

PS 12. 21: MORTAR MIXTURE

Unless otherwise stated the cement mortar shall composed of five parts sand to one part of cement by volume. The material shall be mixed dry until it is a uniform colour and then water added whilst the mixture is turned over until the ingredients is thoroughly incorporated. Cement mortar shall be mixed in small quantities and must be used within 1 hour of mixing. No mortar that has commenced to set shall be used in any way.

PS 13: FINISHING AND TIDYING AND MAINTENANCE

The site shall be kept in a neat and tidy condition at all times. The works will not be certified as practically complete until the whole of the works, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer. The Contractor shall, at times, store materials and

equipment in a neat and orderly manner, which will include keeping the site free from debris and obstruction.

PORTION 2: STANDARD PREAMBLES

A: BRICKLAYING

All blocks or bricks shall be from an approved manufacture and to meet the requirements of SABS 227 Specifications. They shall be new, of uniform colour, size and shape, with sharp arises, rectangular, and free from defects either in quality or shape. When struck the bricks shall give a clear No cracked or broken blocks or bricks will be permitted.

1 MORTAR

All block work / brick work shall be built in composed of 5 parts of clean sieved sand and one part of cement.

2 BRICKWORK

All blocks or bricks, prior to being laid and during process of being laid, are to be kept damp.
All block or brick work to be built in sizes and thickness shown. All block or brick work to be in stretcher bond with approved No. 8 gauge galvanized wire ties every fourth course vertically and placed every 1 metre horizontally, 4 courses of block or brick work to measure 344mm vertically.

Where solid floor construction is applicable, four courses under level of lowest still at lintel height to be grouted up solid with 3 : 1 cement mortar and have two courses of brickforce or similar approved reinforcing continuous throughout external walls. All in accordance with detail supplied.

3 QUARRY TILES

Quarry tiles unless otherwise specified are to match face brickwork in colour.

4 FACEWORK

Article I
Article II Building facework with Fireside FBX as indicated on drawing. Grout up each and every course as the work proceeds. Where facework is above floor level, inside skin of brick to be bagged and to receive 2 coats tar waterproofing prior to building up outside skin. Bricks joints to be recessed and smoothed by means of square jointing tool. All to the approval of the Engineer.

All face brickwork to be kept clean at all times during building operations. Any mortar or other stains to be cleaned off.

5 BRICKFORCE

Provide any lay brickforce in all brickwork as follows.
Lay brickforce every fourth course
All brickwork shall be used in continuous and unbroken lengths.

6 DAMP COURSE

Form damp course to all walls at level shown or as directed, consisting of approved 3 ply malthoids or 375 micron Brickgrip or PVC sheeting the full width of walls. All joints and passings to be lapped a minimum of 300mm.

7 ROOF TIES

All roof ties shall be 38 mm galvanized hoop irons or double No. Gauge galvanized wire at least 1.5 metre in length built into brickwork at approximately 0.6 metre centres. Ties must be well secured to wall at least 5 courses below wall plate and nailed over rafters.

8 BEAM FILLING

Build all fillings as requested and flush up underside roof covering, brickwork between all joists and etc. to be laid flat.

9 JOBBING

Neatly perform all jobbing for and after all trades, and leave all in a perfect condition
Article III

10 GULLIES

Building all gullies or grease traps 114 mm away from all main walls in 114mm brickwork on a concrete base 100mm thick. Allow for building in all pipes etc. Allow for plastering internally and externally and dishing to bathroom. Top of concrete bases to be level with top of concrete foundations to main building.

11 CONCRETE LINTELS

All openings and frames must be spanned by using approved pre – stressed concrete lintels.

12 PLACING OF CONCRETE

No concrete shall be placed or poured without the prior approval of the Engineer or his representative.

Article I V.
Article V. …… **PORTION 2: STANDARD PREAMBLES**

B: ROOF COVERINGS

FACTORY FABRICATED TIMBER ROOF TRUSSES:

To be designed and fabricated by a specialist roofing supplier. All designed are to be prepared by a qualified Engineer and to be in accordance with SANS 517. Trusses to be designed to carry IBR sheeting. Prices are to include for hoisting in position in according with the manufacturer's instructions and for plumb cutting ends of rafters after fixing.

Suppliers of Portal Frames and Timber Roof Structures are to supply design / erection certificates in terms of quality and proper design / erection. **No payment** will be made without the Engineer's certificate for proper design / erection.

PORTION 2: STANDARD PREAMBLES

C: CARPENTRY AND JOINERY

1 PRE–TREATMENT OF TIMBER

All timber throughout this contract is to be pre- treated as a precaution against termites as specified below.

All hardwood joinery is finished moulded dimension prior to framing up is to be soaked for 30minutes in a 5% pentachlorophenol 1 solution as approved by the government, and all sections subsequently cut are to be re – treated as previously specified.

NOTE While timber are to be stained, oiled or painted the solution used for protection against termites is to be such as will not bleed or spoil the final stained, oiled or painted finish or alternatively measures must be taken after treatment to ensure that the painted, oiled or stained finish will not be adversely affected.

2 CEILINGS

All ceilings to be constructed in accordance with the detailed drawings and all to the entire satisfaction of the Engineer.

3 WINDOWS

Supply and built in windows of types as shown on the drawings.

4 GENERAL AND JOBBING

Neatly perform all jobbing for and after all other trades and leave all in perfect condition.

5 DOORS
Internal

As per Schedule

External

As per Schedule

Internal Door Frames

As per Schedule

PORTION 2: STANDARD PREAMBLES

D: PLASTER / WALL TILER

1 MORTAR

For internal plaster wall to be composed of 5 parts clean sieved pit sand and 1 part Portland cement. For internal plastered ceilings and concrete beams to be composed of 4 parts clean sieved pit and 1 part Portland cement. For external plastered walls to be composed of 4 parts clean sieved pit sand and 1 part Portland cement. Rendering for all concrete floors, steps, coves, skirting and pavings etc. to be composed of 2 parts clean sieved Umgeni sand and 1 part Portland cement. Tint required.

2 INTERNAL WALLS: 5 :1

Except where otherwise stated all internal wall surfaces to be plastered inclusive of all labours, narrow widths etc, and 15 mm thick finish off with a perfectly smooth surface, free of any trowel or other marks and a level face.

3 FLOOR SCREEDING AND SKIRTING: 3: 1 (WATERPROOF)

Concrete floor to be screened 25mm thick and to be waterproofed with approved brand water proofer mixed in accordance with manufacturer's instructions, finished off with steel trowel free of any trowel or other marks to a true level surface. Concrete floors to be properly hacked and slushed prior to screeding.

All coves and skirting to be rendered in 2: 1 cement mortar projecting 13mm thick past face of finish plastered wall.

4 THRESHOLDS

At all external door openings threshold, using a non- slip tile on the external 114mm half of the opening, and fix a brass water bar the full width of the door opening and grout in with 2 : 1 sand / cement mortar.

PORTION 2: STANDARD PREAMBLES

E : PLUMBING

NOTE:
All plumbing and drainage work to be strictly in accordance with Municipal regulations and to the satisfaction of the Engineer.

1 FLASHING (WHERE APPLICABLE)

All valleys to be 24 gauge galvanized iron turned up an beaded on edge.
All finishings to be 24 kg with 24 gauge galvanized iron counter flashing neatly wedged and pointed on completion. Flashing to vent pipe to be 2kg lead.

2 EAVES GUTTER

All eaves gutters to be approved PVC to manufacturers specification fixed with approval brackets screwed to rafters with brass screws to fall outlets and to have all joints to approval. Prove all necessary angles, stopped ends, outlets etc all to the satisfaction of the Engineer.

3 DOWNPIPES

All downpipes to be as per drawings fixed to walls with approved non – ferrous holderbats and screws. Provide all necessary offsets, branches shoes, etc, no loose collars to be used. All to carry and discharge into soak pits as described elsewhere.

4 WASTE PIPES

All waste pipes to sink and basins to be as short as possible, and taken to the outside with all necessary traps and bends. Fix cleaning eye to each bend and trap. Fix vent pipes as required. All waste pipes to be G. I or PVC 52 mm in diameter. Allow for all jointing etc, All wastepipes to be concealed and shall not be carried through external walls.

5 WATER PIPES

All hot and water pipes to be copper pipe types 460 / 2 piping of their respective sizes, fixed on the outside walls with holderbars and not underneath foundations. All pipings to have screw jointed and painted joints. Provide all necessary elbows, tees, sockets and reducers, etc. make 13 mm connection to all WCs geyser, sink and lavatory basins. Allow for all excavating, filling and ramming of trenches and connecting to main. Allow for 2 stand – pipes on with 13 mm hose fittings, as shown or directed. Provide and set in concrete surround where directed at boundary 152 mm x 152 mm standard pattern cast iron stopcock box with hinged cover and frame. Isolating valves to be installed at all plumbing fittings.

PORTION 2: STANDARD PREAMBLES

F: IRONMONGERY

1 HINGES

Provide and fix 1 pair 100mm brass butts to all doors and fanlights. To all external hardwood doors provide and fix pair 100 mm brass butts.

2 LOCKS

Provide and fix locks to doors as follows:

External doors: 3 lever morticle locks with 2 keys per lock.
Internal doors: 2 lever morticle locks with 2 keys per lock.

3 BARREL BOLTS

Supply and fix where required all CP barrel bolts 152 mm.

4 CABIN HOOKS

Supply and fix where required 100mm brass cabin hooks fixed on to chamfered hardwood blocks plugged into wall.

5 DOOR STOPS

Provide and fix approved rubber doorstops where required.

6 JOBBING

Perform all jobbing for and after all other trades and leave all in perfect order on completion.

7 BURGLAR GUARDS

Provide burglar guards to all opening widows. All in accordance with manufacturers specification or as specified by the engineer

PORTION 2: STANDARD PREAMBLES

G: PAINTING AND GLAZING

1 PRIMING

All concealed woodwork to door frames, windows, barge board, fascias, etc, to receive one coat genuine red lead priming before fixing.

All material used shall be the best quality available, and the Engineer shall reserve the right to nominate the suppliers. Bidders must take this into account and include for this when bidding. Backs of all steel door jamb linings to receive w coats black bituminous paint prior to building in. All galvanized steel work to receive one coat calcium plumbate primer to SABS Specification CSS 183/5 01/BS 2660/3 – 042.

2 EXTERNAL AND INTERNAL WOODWORK

All external / internal woodwork except hardwood to be knotted, primed stopped up and painted two coats oil paint to approved colours. Priming and one to be applied before fixing.

External hardwork to be stopped up with putty coloured match and receive three coats exterior quality double marine vanish.

3 INTERNAL WOODWORK

All internal woodwork to be stopped up with putty coloured to match and all once stained and twice vanished with approved marine varnish.

4 WALLS INTERNAL

All internal walls to receive one Priming coat and two finishing coats exterior quality PVA Paint as specified all applied in accordance with manufacturer's instructions and to the approval of the Engineer.

5 CLEANING

Clean down all face brickwork and tile Sills.

6 GLAZING

All windows to be glazed to manufacture's specifications.

7 JOBBING

Perform all jobbing, replace all broken glass, wash all thoroughly, clean all glass, etc and leave all painting and other works free from fingers and other marks of viscosity.

8 FACE BRICK

At the completion of the works the face brickwork shall be cleaned down, using a solution of spirits of Salts and water or approved chemical, and when a perfectly clean and perfect surface is obtained 1 coat of approved masonry oil shall be applied.

PORTION 2: STANDARD PREAMBLES

H: ELECTRICIAN

The building is to be wired for all lights and plugs, where directed in accordance with this specification, schedules and drawings. Install earth leakage protection on all plug circuits. Final municipal connection is not available at this stage.

1 WORKMANSHIP

All work covered by this specification must be carried out by a registered electrical contractor in accordance with the conditions in clauses set out in this preamble. Where any aspect of the work is not specifically mentioned in these clauses, the Standard Regulations for the wiring of premises, Second Edition, as amended September 1966, Workmanship shall be of high standard and all tubing and wiring must be carried out by licenced Electrical Wireman assisted by competent employees. The Engineer may, at any time during the course of construction reject any work is not carried out to his satisfaction and it shall be brought up to standard at the expenses of the Contractor. For the purpose of this condition,
Tubing shall mean bending, placing, assembling and fixing of all conduit and accessories used in the electrical installation.

Before submission of completion notice, the electrical contractor must carry his own testing to ensure that the installation complies with the Standard Regulations for the wiring of premises read with the Electricity Supply bylaws and the detailed requirements as set out in the specification.
On completion, the whole installation will be required to be tested by an Installation Inspector of the Council's Electricity Department and approved as satisfactory.

2 EARTHING

The contractor must provide for the satisfactory earthing of the whole Installation. A continuous earth wire of not less than half the cross sectional area of the mains must be run from the point of entry of the water main, the metre position and distribution board. Where necessary, an approved earth spike must be provided.

3 MATERIALS

All materials and fittings must be approved and conform to those specified in the schedule of this specification. Manufacturer's names and catalogue numbers referred to in the schedule are to be strictly adhere to. Any variance from those standards will not be allowed except with written consent of Council's representative. Any materials and fittings found to be inferior or not of an approve type will be rejected and if installed, will have to be replaced at the expenses of the contractor.

In all cases reference should be made to the relevant SABS Specifications where such specifications apply and are available for general application.

A neutral bar with provision for connecting each neutral conductor into a separate position, corresponding to the line conductor, must be provided. The MCBs neutral bar and isolator and time switch (if required) must be contained in an approved flush type metal box of 16 gauge sheet steel with a hinged lid. A suitable earthing terminal must be fixed inside the box.

Provision of conduit entry holes or knockouts and where necessary cable glands must be made. The box must be of sufficient size to allow for easy access for leading in and connection cables or wires.

The Distribution box and its metal component parts is to be treated with Rustem (cleaner). A protection coat of "Galvally "is to be applied. A final coat of enamel is to be used the colour of which must be approved by the Engineer.

The type, rating and number of ways must be shown in the schedule of points. All circuit must be clearly marked and the voltage of supply must be clearly shown.

Read board to be supplied as required, all to the manufacturer's specifications on materials and installation.

4 SPARE WAYS

Allow spaces for two additional MCBs with the equivalent number of space conduits which may terminate in the roof space where applicable. All conduit ends to be plugged.

5 CABLES

All cables used must be specified and conform with SABS 168 – 1952. All cables underground must be run at a depth of not less than 610 mm.

6 VARIATION RATES

Unless otherwise stated by the Sub – Contractor the schedule of minimum rates in additions and / or omissions as laid down by the Electrical Contractor's association (Natal Branch) shall supply.

7 EXPANSION JOINTS

Where conduit passes across the expansion gaps in the building structure, 25 mm conduit shall be cut from the run of conduit at the gap and the ends well reamed. The gap thus formed in the conduit shall be covered with 0.5 m length of conduit of the next size making a sliding fit on the outside. This length of conduit shall be fitted across the gap and ends sealed with black insulation tape to prevent the ingress of moisture during the concreting.

The two conduits approaching the gap shall be solidly bonded together with 71,044 tinned copper earth wire which must be bolted at the points of attachment with 6 mm galvanized mild steel nuts and bolts. The earth wire and joints shall be protected overall with two layers of PVC and black insulation tapes.

8 FITTINGS

All fittings, etc, to be completed with switches, shades, globes and plugs.

9 METER BOX

Supply and erect on an outside wall approved cast iron meter box to the approval of Executive Director; Electricity.

10 ELECTRICAL CONNECTION

To be by underground mains. All necessary fees and connection costs to be paid by the contractor. An allocation will be made in the bill.

11 CONDUITS

All conduit and accessories must conform with BSS 3 –1940 or 162-1951.It must be smooth inside and must not be cramped when the conduit is bent, the smallest size to be used is 76 mm diameter. Before use, conduits must be carefully scrutinized to ensure smoothness of bore and that it is not damaged in any way, must be rejected. Joints must be tightly screwed up and where embedded in concrete, be water tight. Unless otherwise specified all conduits must be placed above bottom reinforcement in concrete slab.

Conduit not placed in concrete or plaster must be fixed by means of galvanized saddles. Hooks, crampets, tungsten pins are not permitted. Walls should be drilled with tungsten tipped bit and either patented lead ,greeted bolts or raw plugs may be used for fixing of saddled or other accessories.

All conduits must be finished with brass bushnuts.

12 PLACING AND CHASING OF CONDUIT

All conduits will be mouthed flush in the case of flush work, all conduits are to be placed above bottom reinforcement in the slabs to be allow full concrete cover as directed on Electrical drawings or in chases in walls and the surface made good and watertight so that no part of the tubing will be exposed. Chases to be cut in with Carbonrundum saw or similar.

The proposed runs should be marked on wall and approved by the Wiring Inspector before chasing commences and the prices of Electrical Work are to include for all necessary chasing in brick or concrete and making good.

13 WIRES

All wires must be of suitable size and covered with an approved insulation. The wires must conform with SABS 168 - 1952 or BSS 7 – 1953 and be of 250 volts grade.

14 GENERAL

Contractor shall supply his certified electrician’s layout drawings to the Engineer for approval thereof before electrical work commences.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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 alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications.

New clauses and payment items not covered by clauses or items in the Standard Specifications have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the Standard Specifications.

SANS 1200 STANDARDIZED SPECIFICATIONS FOR CIVIL ENGINEERING CONSTRUCTION WORKS

8.4 – OTHERS: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

Add the following new item:

Number	Item Description	Unit
PS	**Occupational Health and Safety Act and Construction Obligations**	
	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum
	(b) Submission of the Health & Safety File to the Employer complete, and to the satisfaction of the Employer	Lump Sum
	(c) Time-related obligations for the updating and mending the risk assessments, the safe work procedures, the project H&S file and the H&S plan, and for full compliance with all H&S matters during construction of the works under the contract.	month

Payment of the rates tendered under this item shall for include full compensation for all the contractor's charges and obligations in respect of compliance with the relevant OHS Act and the Construction Regulations.

(i) The lump sum tendered under sub item (a) shall represent full compensation for the fixed part of the contractor's obligations, ie that part which is substantially fixed and is not a function of the time required for completion of the contract and includes, but not limited to the following:

- Preparation of risk assessments,
- Safe work procedures,
- Project Health and Safety file,
- Health and Safety plan, and

- Any other Health and Safety matters that the contractor deems necessary.

Payment shall only be made once the Employer or Engineer are satisfied that all the conditions have been put in place or approved.

(ii) The lump sum tendered under sub item (b) shall represent full compensation for the completing and checking of the Project Health and Safety file and handing over to the Employer on completion of the Works.

Payment shall only be made once the Employer or Engineer are satisfied that the file is complete and have acknowledged this in writing to the Contractor.

(iii) The tendered rate per month for sub item (c) represents full compensation for that part of the contractor's obligations which are mainly a function of time and includes, but not limited to, the following:

- Updating and amending
    - The risk assessment,
    - Safe work procedures,
    - The Project Health and Safety file,
    - The Health and Safety plan, and
- Full compliance with all Health and Safety matters during construction of the Works.
- Employment (or appointment) of a Safety Officer

The Safety Officer shall be available and contactable on a full-time basis to deal with any issues as they arise. The Safety Officer may have other duties on the project, but these duties shall not prohibit them from performing the requisite Health & Safety functions, as required, in a timeous and responsible way. The Safety Officer shall also attend all project and progress meetings.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

C3.6 All applicable standards as per the National Building Regulations and the latest SANS 10400 shall apply to this contract. The contractor is to make himself aware of these standards and shall apply all the requirements stipulated by these standards, unless otherwise instructed by the Employer or the Engineer in writing. Applicable SABS standards are given on the architectural drawings.

C3.6.1.1 Particular / Generic specifications

The following particular and generic specifications are applicable to this contract:

i) Environmental Management Plan

ii) Occupational Health and Safety Specifications

C3.6.1.2 Planning and programming

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval.

The Contractor shall draw up his programme to ensure that no delays are experienced on contract.

The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalisation and approval of the construction programme.

The Contractor shall submit his programme of work to the Engineer not later than fourteen (14) days after the Contractor has been notified of the acceptance of his Tender and only after discussions with the Engineer. If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in the contract.

C3.6.1.3 Methods and procedures

C3.6.1.3.1 Maintenance of accesses and streets

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of sub-base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, programme his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SANS 1200 A.

If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

C3.6.1.3.2 Blasting operation

Any blasting required shall be carried out by a competent, registered blaster. All permits required to purchase, transport, use and dispose of unused, blasting material shall be obtained and copies given to the Engineer before any blasting may take place. The commander of the local South African Police Services (SAPS) shall be informed of the time and date that blasting operations will take place at least 6 hours before blasting.

No blasting operations may take place on weekends or holidays or after 17:00 on week days.

The Contractor shall ensure that sufficient suitable cover material, to the satisfaction of the blaster, is available and in place before a blast is initiated.

C3.6.1.3.3 Normal working hours

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

C3.6.1.3.4 Interference with Municipal staff and operations

Any member of the Contractors staff found to be interfering with municipal staff or operations in any way shall be removed from the site and shall not be allowed to return.

C3.6.1.3.5 Access for other Contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hrs before access by others is required.

C3.6.1.3.6 Giving notice of work to be covered up

The Contractor shall give the Engineer reasonable time to accommodate examinations in his program, in which case times for inspections can be agreed on. Requests for examination of work shall be made in the site request book, and via email or sms to the Engineer, at least 72 hrs before the examination is required.

If the Engineer attends with the purpose of examining any part or materials of the works at the time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

C3.6.1.3.7 Cost of test specimens and tests

It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction where prescribed, comply with the specification.

C3.6.1.4 Sequence of the works

Sequencing of the works shall be agreed to between the Contractor, the Engineer and the relevant Municipal or service provider representatives

C3.6.1.5 Quality plans and control (Testing)

Refer SANS 1200 A: General

C3.6.1.6 Environmental Management Plan

In addition to the items listed here, the EMP shall also be considered to be part of the contractual documentation, and the requirements therein shall be adhered to.

C3.6.1.6.1 Demarcation of the site

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

(i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.

(ii) The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

C3.6.1.6.2 Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The

Engineer shall approve the location and layout of the construction camp prior to establishment.

C3.6.1.6.3 Fencing of the site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced. The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

C3.6.1.6.4 Workshops

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.

C3.6.1.6.5 Eating areas

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area. Any cooking on site shall only be undertaken in the eating area and be done on well maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

C3.6.1.6.6 Watchmen

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

C3.6.1.6.7 Ablution facilities

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

C3.6.1.6.8 Solid waste collection areas

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

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

C3.6.1.6.9 Wastewater

Water shall be used sparingly on site and where possible wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

C3.6.1.6.10 Fuel storage areas

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

C3.6.1.6.11 Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

C3.6.1.6.12 Equipment maintenance and storage

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain agreement from the Engineer prior to commencing activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

C3.6.1.6.13 Materials handling, use and storage

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, “no go” areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

Hazardous Substances

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

Fuel (Petrol and Diesel) and Oil

Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Engineer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

C3.6.1.6.14 Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

Fire

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

Accidental leaks and spillages

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean-up of spills and any damage caused by the spill or leak shall be for the Contractor’s account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any liquid material to the Engineer for approval.

C3.6.1.6.15 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean-up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to wind-blown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation (especially Camel Thorn Trees) outside of the demarcated site.

C3.6.1.7 Format of communications

All communication regarding the contract shall be channelled through the Engineer and/or his duly authorised representative.

The General Conditions of Contract (GCC) for Construction Works (1st edition) 2015 clauses 1.1.24 and 1.2 shall prevail in terms of format of communications.

C3.6.1.8 Key personnel

The contractor shall furnish satisfactory evidence that they dispose of sufficient staff and workmen with the necessary experience in work of a similar nature as that described in this document. For this purpose, the contractor shall duly complete Schedule 1E: Personnel and Schedule 1G: Past Experience.

C3.6.1.9 Management meeting

Monthly site meetings will take place at the site office of the Contractor at dates and time to be communicated at the award of the contract. The Employer, Engineer, Contractor and Project Steering Committee will attend the monthly site meetings. The Engineer will act as the chair for the monthly site meetings. Other planning meetings between the Contractor's personnel and the Engineer's Representative can take place on a fortnightly basis or as required in terms of the contract progress.

C3.6.1.10 Daily records

The Contractor will be required to keep a daily record of the site activities (including plant, personnel, site and weather conditions) in the Site Diary which will be inspected during each management meeting and when the Engineer or Employer visits the site.

C3.6.1.11 Bonds and guarantees

The Bond required on the project is the Form of Guarantee as described in the GCC 2015 Clause 7 and Pro Forma appended in the GCC 2015 on pages 57-58. The liability of the Guarantee shall be for 10% of the Tender Sum.

C3.6.1.12 Payment certificates

Payment on this contract will be made in accordance with Clause 49 of the General Conditions of Contract of 2015. The Contractor and the Engineer's Representative shall compile and

agree on the quantity of work certified for payment and submit the payment certificate to the Engineer 3 days before the monthly site meeting. The Engineer will draw up the payment certificate to be certified at the monthly site meeting by the Engineer and the Employer. Payment certificates will only be certified at the site meeting if the Engineer and Employer are in agreement as to work certified, contractual obligations fulfilled by the contractor, etc. following a site inspection on the day of the site meeting. Payment certificates will be certified by the Engineer and Employer should there be an agreement as to the issues previous mentioned or the payment certificate will be edited. All certified payment certificates will be dealt with as stipulated in clause 49.4: Employer's obligation to pay of the GCC 2004.

No retention money will be certified for payment unless the list setting out the work to be completed to justify the issue of the Certificate of Completion has been fully complied with.

The quantities in the Bill of Quantities are provisional only and do not necessarily represent the actual and final amount of work to be done. Unless otherwise stated, items will be measured nett in accordance with the drawings and no allowance will be made for waste.

The Contract amount for the complete contract shall be computed from the actual measured quantities of authorised work done to the satisfaction of the Engineer, valued at prices tendered against the respective items in the Bill of Quantities.

C3.6.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.6.2.1 Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

C3.6.2.2 Framework for an occupational health and safety plan

C3.6.2.2.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely.

The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

C3.6.2.2.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

C3.6.2.3 Contents of an occupational health and safety plan

C3.6.2.3.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

C3.6.2.3.2 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
  - Regular liaison between parties on site.
  - Consultation with the workforce.
  - The exchange of design information between the Employer, designers, supervisors and contractors on site.
  - Handling design changes during the project.
  - Selection and control of contractors.
  - The exchange of Occupational Health and Safety information between all contractors.

- Security.
- Site induction and onsite training.
- Facilities and first-aid.
- The reporting and investigation of accidents and incidents.
- The production and approval of risk assessments and method statements.
- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

C3.6.2.3.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

C3.6.2.3.4 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

C3.6.2.3.5 Health risks

- Working environment.
- Handling, storage and use of hazardous chemical substances.

- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

C3.6.2.4 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

C3.6.2.4.1 Working environment

- Trench excavations and bulk earthworks ranging between 1 and 1.5 metres in depth.
- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on “As Built” drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

C3.6.2.4.2 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

C3.6.2.5 Preparation of an occupational health and safety operational reference file/manual

The Principal Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principal Contractor shall hand the OH&S file to the Employer.

C3.6.2.5.1 The following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.
- Appointment of a health and safety officer in writing.

C3.6.2.5.2 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with contractors/mandatories.
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.

- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.

- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

C3.6.2.6 Notice of construction work

The Contractor shall complete Annexure A – Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

C3.6.2.6.1 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area surrounding the site is mainly farmlands with a school nearby, the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.6.3 SAFETY ON SITE

C3.6.3.1 Access to site by public

The Contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public. Notices prohibiting access to the site shall be clearly displayed at all access points.

The notices shall be in English, Zulu and the most commonly used local language.

C3.6.3.2 Barricades and lighting

All excavations and openings in walls and slabs into or through which a person may fall shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S regulations.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

PART C4: SITE INFORMATION

C4.1 Locality Plan

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27



- Latitude 29° 47’ 17.37”S and Longitude 29°29’ 12.13”E

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY PROJECTS

UNDERBERG CEMETARY FLUSHING TOILETS

TENDER N0 PWBS-B 027/26/27

PART C5: ANNEXURES

Annexure A **Drawings**

Annexure B **Environmental Management Programme**

PART C5 ANNEXURE A

DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued separately.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

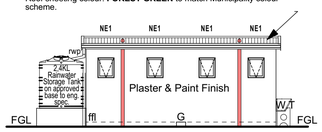
TENDER DRAWINGS	
Drawing Number	**Drawing Description**
	Site Plan, Floor Plan, Sections and Elevations

PART C5 ANNEXURE B

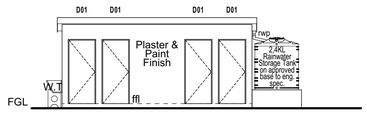
ENVIRONMENTAL MANAGEMENT PLAN

The EMP plan will be sent to the appointed contractor.

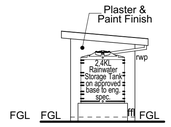
0,50mm thick, Aluminium-Zinc coated steel; Box rib (IBR) profiled roof sheeting, fixed to intermediate SAP timber purlins at centres specified by manufacturer, with Ø5,5mm x 65mm long metal fasteners with bonded washer at every second crest, at intermediate purlins and at every crest at eave purlins. Side laps to be stitched at 500mm centres between purlins with a Ø6,3mm x 22mm metal stitching fastener with bonded washer, or equal approved system at a 5° (degree) roof pitch in accordance with manufacturer's recommendations. Roof covering & purlins to be fixed to 152mm x 50mm SA Pine rafters @ max 1100mm c/c with 300mm eaves & overhangs all around fixed to wall by specialist. Roof sheeting colour: **FOREST GREEN** to match Municipality colour scheme.



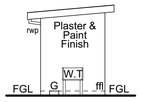
North East Elevation
1:100



South West Elevation
1:100

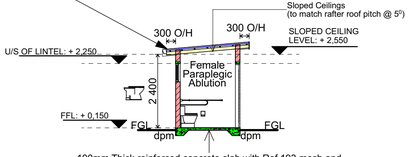


South East Elevation
1:100



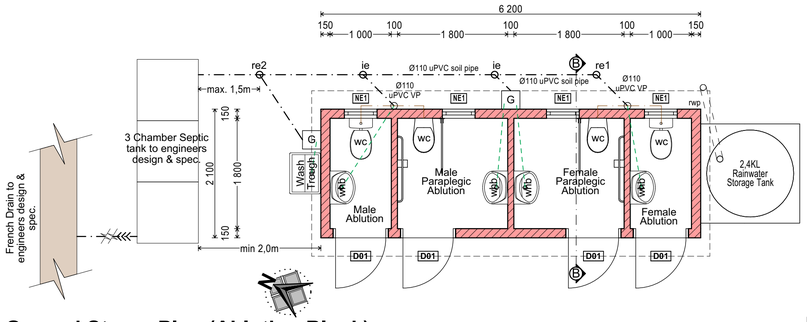
North West Elevation
1:100

0,50mm thick, Aluminium-Zinc coated steel; Box rib (IBR) profiled roof sheeting, fixed to intermediate SAP timber purlins at centres specified by manufacturer, with Ø5,5mm x 65mm long metal fasteners with bonded washer at every second crest, at intermediate purlins and at every crest at eave purlins. Side laps to be stitched at 500mm centres between purlins with a Ø6,3mm x 22mm metal stitching fastener with bonded washer, or equal approved system at a 5° (degree) roof pitch in accordance with manufacturer's recommendations. Roof covering & purlins to be fixed to 152mm x 50mm SA Pine rafters @ max 1100mm c/c with 300mm eaves & overhangs all around fixed to wall by specialist. Roof sheeting colour: **FOREST GREEN** to match Municipality colour scheme.



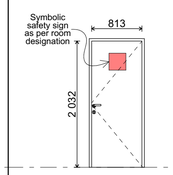
100mm Thick reinforced concrete slab with Ref 193 mesh and engineered ringbeams with steel reinforcement, all placed strictly to structural engineer's details and specifications. Cast on a minimum 250-micron (µm) 'GUNPLAS' USB Green or equal SABS-approved Damp Proof Membrane (DPM) with all joints securely taped, laid on well-compacted G5 sub-base material **with approved soil poisoning applied by a specialist** prior to membrane installation.

Section (B-B)
1:100



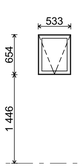
Ground Storey Plan (Ablution Block)
1:50

DOOR SCHEDULE

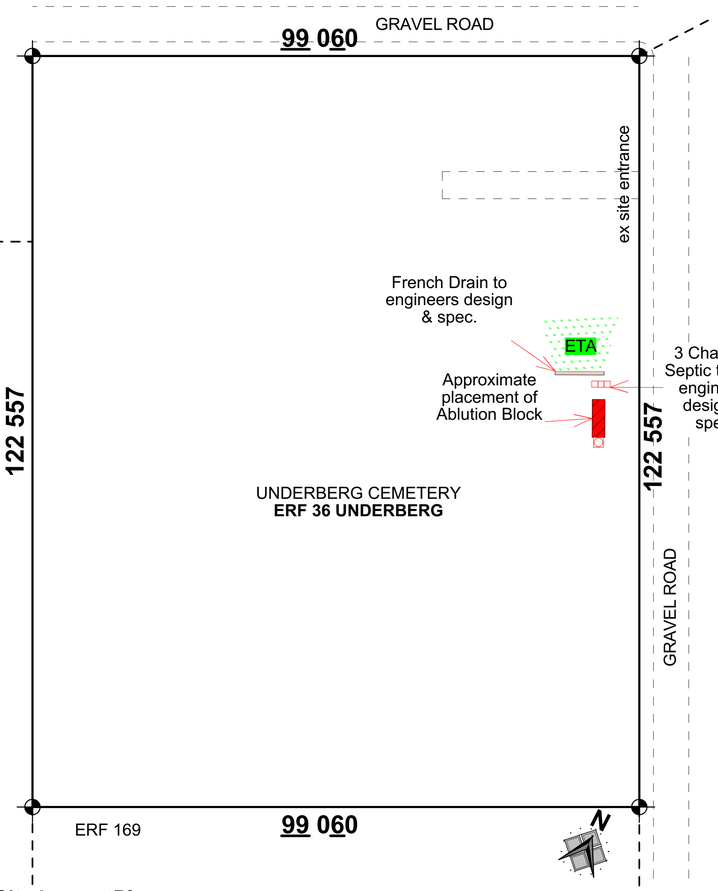
DOOR CODE:	D01
DOOR SCHEDULE SCALE 1:50 FFL	
LOCATION	FEMALE PARAPLEGIC ABLUTION (1), MALE PARAPLEGIC ABLUTION (1). MALE ABLUTION (1), FEMALE ABLUTION (1).
QUANTITY	4
FRAME WIDTH	Suitable for 150mm wall
DOOR MATERIAL & TYPE	813mm X 2032mm X 40mm THICK HOLLOW-METAL STEEL DOOR, MADE FROM 1.2MM THICK GALVANIZED STEEL SHEETS WITH A SOLID HONEYCOMB OR FOAM CORE INSIDE, STRENGTHENED ON THE INSIDE, READY FOR HINGES AND LOCKS, ALL SUPPLIED AND INSTALLED STRICTLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
FRAME & FINISH	1.6MM THICK GALVANIZED STEEL DOOR FRAME TO FIT STANDARD 90mm WALLS, COMPLETE WITH BUILT-IN HINGE PLATES, LOCK STRIKE, WALL ANCHORS, AND RUBBER SILENCERS, ALL SURFACES FACTORY-PRIMED AGAINST RUST AND READY FOR FINAL PAINTING ON SITE.
IRONMONGERY	TO MANUFACTURERS SPECIFICATIONS

NOTE: Site measurements should be taken for more accuracy.

WINDOW SCHEDULE

WINDOW CODE:	NE1
WINDOW SCHEDULE SCALE 1:50 FFL	
LOCATION	FEMALE PARAPLEGIC ABLUTION (1), MALE PARAPLEGIC ABLUTION (1). MALE ABLUTION (1), FEMALE ABLUTION (1).
QUANTITY	4
GLAZING TYPE	OBSCURE 4mm THICK TOUGHENED SAFETY GLASS IN STRICT ACCORDANCE WITH WITH SANS 10400-N, SABS10137, SABS1263 & SAGGA SELECTION GUIDELINES FOR SAFETY.
WINDOW FRAME & FINISH	PURPOSE MADE FULLY GLAZED MILD STEEL WINDOW WITH OPENABLE WINDOW SASHES WHEREVER SHOWN MANUFACTURED ACCORDING TO THE SOUTH AFRICAN METAL WINDOW SYSTEM (SAMWSA) STANDARDS COMPLETED WITH WINDOW FRAME PERIMETER CONTINUOUSLY SEALED AGAINST SURROUNDING STRUCTURE WITH NON-PICKABLE EPOXY JOINT SEALANT TO COMPLY WITH SABS 110. ROLL-FORMED STEEL SECTIONS PREFABRICATED IN ACCORDANCE WITH SANS 727 (SABS 727) AND HOT-DIP GALVANIZED IN ACCORDANCE WITH SANS 121 (SABS 1461), FINISHED IN POWDER COATING IN STRICT ACCORDANCE TO SABS 1578. ALL COATINGS TO BE IN **WHITE.**
IRONMONGERY	ALL OPENABLE WINDOW SASHES TO COME COMPLETE WITH PEG STAYS, HANDLES & LATCH STAYS AS PER MANUFACTURERS SPECIFICATIONS.
BURGLAR BARS	TO BE PROVIDED ALONG ALL OPENINGS TO MANUFACTURERS SPECIFICATIONS

NOTE: Site measurements should be taken for more accuracy.



Site Layout Plan
1:500

1. External Site works:

Earthworks and levels:
All site works and levels to be in accordance with civil engineers drawings and details.

Filling: Filling compacted in layers to engineers specifications provide for the testing of compaction.

2. Floor Construction

Floor Slab & Ringbeams: 100mm Thick concrete floor slab with Ref 193 reinforcing mesh and engineered ringbeams with steel reinforcement placed to structural engineer's specifications. Concrete slab and ringbeams to be cast on a minimum 250 µm (micron) waterproofing / Damp Proof Membrane (DPM) under slab with all joints securely taped.

Substructure & Earthwork: DPM to be laid over clean earth filling compacted in layers to 93% Mod AASHTO maximum density, treated with approved soil poisoning by a registered specialist. All work to be executed strictly in accordance with the Civil Engineer's design and specifications. Note: Contractor to provide for the casting and testing of concrete test cubes as per the engineer's requirements.

Screed: 3:1 ratio cement screed laid on a thoroughly cleaned slab surface. Overall thickness of screed and subsequent floor finish to be 25mm. Where no final floor finish is specified on drawings, the screed is to be finished with a steel trowel to a smooth gloss and sealed with an approved concrete sealer.

Soil Poisoning (Anti-Termite Treatment): The earth filling under the slab, inside the ringbeams, and along the immediate external perimeter of the building is to be treated against subterranean termites by a registered specialist pest control operator. The treatment must comply strictly with SANS 5859 using an SABS-approved termiticide applied at the manufacturer's specified application rate. The contractor must provide a valid 5-year written guarantee against termite infestation alongside the pest control certificate of clearance upon completion for municipal submission.

3. Wall construction:

Damp Proof Course & Membrane: 250 µm (micron) polyethylene DPC sheeting in appropriate strips laid in strict accordance with the manufacturer's specifications under all walls at surface, slab level and under ALL window sills. Provide a matching 250 µm (micron) heavy-duty polyethylene Damp Proof Membrane (DPM) under all floor slabs, turned up at edges to lap with the wall DPC by a minimum of 150mm.

Concrete Blockwork: Approved M150 (140mm nominal width) structural blocks for loadbearing/external walls and M100 (90mm nominal width) blocks for non-loadbearing internal partition walls, laid in stretcher bond to comply strictly with SANS 1215 (SABS approved) and forming part of the structure, ensuring a minimum average compressive strength of 7.0 MPa. All blockwork to be reinforced with GALVANISED SABS approved block force (sized to suit block width) every second course and bedded in structural cement mortar complying with SANS 10164-1. Walls to be properly prepared to receive plaster and paint finishes.

Internal plaster: Wood float plaster to a minimum 12mm 4:1 mixture cement plaster applied to wall. Contractor to ensure that full length structural joints are provided throughout the plaster finish and; score surfaces that are to be tiled.

Exterior Plaster: Wood float plaster to a minimum of 15mm 4:1 mixture cement plaster applied to all external blockwork surfaces to achieve a smooth finish ready for paint. Contractor to ensure that full length structural joints are provided throughout the plaster finish. Plaster band to be provided as shown on drawings only above all external windows and doors.

Paint Finish: Apply one coat of approved alkali-resistant plaster primer and two coats of premium quality exterior/interior smooth acrylic emulsion paint in strict accordance with the manufacturer's specifications.

Pre-cast Lintels: Approved standard pre-stressed concrete lintels bedded in mortar and exceeding not less than 230mm on either side of the opening, sized appropriately to match 150mm or 90mm wall profiles. Where openings exceed 3000mm in width; 2 (two) x 12mm steel or equal reinforcing rods to be laid in 3:1 mortar every course for 4 courses above lintels within a concrete-filled U-block channel or composite block beam configuration.

4. Roof Construction:

Trusses: Timber patent & approved pre-fabricated system @ 1100mm c/c max. Wall plate 114 x 38mm SA pine to be creosote treated before fixing. Certificate & guarantee for design & erection to be supplied by truss manufacturer. All exposed timber sections as well as sections in contact with wet trades to be creosote treated before fixing into position. Truss to be secured to walls at wall plate with 2,5mm galvanized steel wire ties, built into wall courses.

Roof covering: 0,50mm thick, Aluminium-Zinc coated steel; Box rib (IBR) profiled roof sheeting, fixed to intermediate SAP timber purlins at centres specified by manufacturer, with Ø5,5mm x 65mm long metal fasteners with bonded washer at every second crest, at intermediate purlins and at every crest at eave purlins. Side laps to be stitched at 500mm centres between purlins with a Ø6,3mm x 22mm metal stitching fastener with bonded washer, or equal approved system at a 5° (degree) roof pitch in accordance with manufacturer's recommendations. Roof covering & purlins to be fixed to 152mm x 50mm SA Pine rafters @ max 1100mm c/c with 300mm eaves & overhangs all around fixed to wall by specialist. Roof sheeting colour: **FOREST GREEN** to match Municipality colour scheme.

Sloped Ceilings (to match rafter roof pitch @ 5°): 9,5mm gypsum tapered edge ceiling boards secured toSAP timber brandering by specialist with approved sharp point screws at maximum 150mm centers. Boards shall be installed with the printed side up and all joints to be taped and skimmed with lightweight plaster on the same day the boards have been erected & plaster shall be finished to smooth polished surface to ensure a smooth unblemished ceiling edged with coved cornice. Seal with a full coat of plaster primer and apply 2 X coats of emulsion paint in accordance with PW371-A

Waterproofing: Waterproofing of roof structure to be in accordance with manufacturer's specification on minimum 250µm (micron) SABS marked sisilation or equal approved material over trusses and under purlins on training tape to manufacturers specifications

Fascia: 250x10mm Thick FC77 pressed Fibre-cement facia, screw fixed to truss ends & counter batten with countersunk brass screws. Prepare & apply one universal undercoat & two coats approved acrylic PVA paint

Certificates: A certificate from the fixing contractor as well as a separate certificate from the sheeting supplier (with a warranty) must be submitted before final completion is issued.

5. Components & Structures:

Aluminium Gutters: Seamless 0,5mm thick Aluminium "OGEE profile" or equal; commercial quality 150mm(width) x 125mm(overall height) industrial gutters with a corrosion warranty of minimum 10 years to engineers specifications. Complete with angle beads, stop ends and outlet nozzles for downpipes wherever required with the necessary offsets and shoes where required, minimum slope of horizontal offsets to be 5°. Gutter bracket material and finish to be same or similliar material or compatible with, and with equal or better corrosion resistance to gutter. **NOTE:** Lay gutters in brackets to slight fall to outlets, nailed/screwed to roof component at 2000mm maximum centres in the case of sheet metal gutters and at angles and outlets. Bolt sheet metal gutters to brackets close to underside of gutter bead with 6 mm diameter gutter bolts. Installer to ensure gutters fall to outlets and no ponding is allowed. Where required, fit rainwater pipes to stormwater tanks provided.

Downpipes: 100mm uPVC down pipes as per manufacturers design and specifications.

Rainwater Storage Tank: 2400L(Litre) rainwater storage tanks to be provided and installed as per manufacturers specifications & recommendations on an approved platform/base. Rainwater tank to be provided with a SABS approved Plastic tap.

6. Ventilation:

Natural ventilation: Natural ventilation to comply with SANS 10400-O. The minimum outdoor air requirements for types of occupancies provided shall be as determined by the local authority being: **Nkosazana Dlamini Zuma Municipality.**

7. Signage & Name plates

Installation: Install signage level and plumb, securely mounted with concealed theft-resistant fixings & self-adhesive signs to be fixed free of bubbles and creases.

Symbolic safety signs: All symbolic safety signs, graphics,decals colour & font to comply with SANS 1186 & fitted to manufacturers specifications.
* NOTE: All signs, notices and corporate signage with the building must likewise be in the English language.

8. Fixed Furniture and Fittings

Wash hand Basins: Glazed, high-quality SABS-approved white ceramic oval-shaped wash-hand basins shall be installed in accordance with the manufacturer's specifications. The basins shall be mounted at a height of approximately 800mm to 850mm from the finished floor level to ensure accessibility for adult users. Each basin shall be equipped with a water tap, featuring an easy-to-operate lever handle, positioned at a comfortable height for adults. The basins shall include an overflow outlet to prevent water spillage and shall be designed with rounded edges to enhance safety. All basins will be securely mounted to the wall to ensure stability. The system shall be functional, safe, and hygienic, suitable for use in adult facilities such as restrooms or washrooms.

Soap Dispenser: Soap dispenser to be installed at an accessible height to promote hygiene and minimize contact depending on area where its installed.

Taps, Valves & Traps: Water taps (metallic) to conform to SANS 226, classified as suitable for dynamic supply pressure. Taps for cold and hot water to be marked with blue and red indicators, respectively. Aerators shall be provided on all taps to mix air into the water flow, reducing water usage. Wall-mounted taps with sliding flanges are to be installed. Single-control mixer taps to comply with SANS 1480. Plastic waste traps to comply with SANS 1321, Part 1.

Toilets : Glazed high-quality SABS approved white ceramic toilet with an ergonomic bowl, installed with a seat height of approximately 400mm to 450mm from the finished floor level to accommodate adult users comfortably. The toilet seat should be designed for adult use, with a soft-close mechanism to prevent slamming, made from durable, high-quality plastic or thermoset for ease of maintenance. The cistern should be mounted at a suitable height for easy access, featuring a dual-flush mechanism, with a 3-litre flush for liquid waste and a 6-litre flush for solid waste, ensuring water conservation without compromising performance. This flush mechanism should be intuitive, easy to operate, and designed to reduce the risk of misuse.

Paraplegic Toilets: Glazed, high-quality SABS-approved white ceramic toilet with an ergonomic design shall be installed in accordance with the manufacturer's specifications. The toilet shall be mounted at a height of approximately 450mm to 500mm from the finished floor level to ensure accessibility for adults with physical disabilities. The toilet shall be equipped with a soft-close seat to prevent pinching and minimize noise. The flush mechanism shall be easily operable, featuring either a push-button or sensor-operated system, positioned at a suitable height for adults to operate independently. The toilet shall include grab bars installed on both sides to provide additional support, ensuring ease of use. All fixtures shall have rounded edges to enhance safety and reduce the risk of injury. The toilet shall be securely mounted to the floor for stability. The system shall be functional, safe, and hygienic, suitable for use in an accessible restroom environment.

Toilet Paper Dispenser: Closed/tamper proof toilet dispenser to be installed in all ablution cubicles. Toilet paper dispenser to be designed for ease of use, hygiene and safety mounted at a suitable height from the floor. Dispenser to be manually operated to minimize the risk of wastage & proper use. Dispenser to hold atleast 4 rolls of paper to prevent frequent refills. For hygiene purposes, the dispenser should be made of durable, easy-to-clean materials such as stainless steel or high-quality plastic, ensuring durability and ease of maintenance. The design should be child-friendly, with rounded edges and smooth finishes to avoid injury.

External Washtrough: Standard heavy-duty precast concrete single-bowl wash trough (nominal 600mm x 500mm x 350mm deep) sourced from an approved specialist concrete manufacturer, manufactured from high-density reinforced concrete (35 MPa minimum compressive strength) with a non-porous sealed basin and integrated washboard fluting, installed complete on a pair of matching precast concrete pedestal legs mounted on a 150mm thick cast-in-situ concrete sub-base footing (20 MPa/19mm stone) cast flush with finished ground level and anchored with stainless steel threaded rods chemical-anchored with epoxy adhesive. Complete with an anti-vandal stainless steel / brass 40mm unslotted waste outlet with integral horse-bar grid (without plug or chain) connected to a heavy-duty UV-stabilized drainage pipe encased in masonry/concrete leading to an external gully. Supplied with a single wall-mounted heavy-duty vandal-resistant UV-stabilized polypropylene / plastic hose bibcock tap for cold water supply only, installed 300mm above the trough rims with concealed cold water supply pipework. All perimeter joints between trough, legs, wall structure, and base continuously sealed with non-pickable epoxy-polyurethane joint sealant to comply with SABS 110, SANS 1058, SANS 10400-P, and SANS 10252-1.

9. Drainage

Inspection Eyes: SABS approved Inspection Eyes to be provided to all bends and junctions and to be installed in accordance with manufacturers' specifications. Inspection eyes to be securely fixed to allow for easy access for maintenance and cleaning. Ensure proper sealing of all inspection eyes to prevent water ingress and debris accumulation. Inspection eyes to be installed at locations that allow for unobstructed access for rodding or jetting. Ensure covers are securely fitted to prevent accidental removal or tampering.

Soil Pipes: Soil pipes to be minimum Ø110mm uPVC or equal SABS approved material. Grade of soil pipe to be minimum 1:60 and to be installed in accordance with manufacturers' specifications. Concrete anchor blocks to be provided to secure the drain in place where pipe grade exceeds 1:5 fall. All joints to be properly sealed to prevent leaks and allow for smooth wastewater flow. Ensure all connections are made according to the manufacturer's guidelines for strength and durability. Soil pipes to be tested for leaks before being covered with backfill material to ensure they are water-tight.

Gulleys: Gulley surrounds to be 150mm above FGL (Finished Ground Level) and manhole covers to be 75mm above ground level. Gulleys to be fitted with approved covers that provide easy access for maintenance while preventing unauthorized entry or blockages. The gulley system should be designed for efficient flow of water and debris while being securely anchored in place to prevent shifting. All gulleys to be cleaned and inspected during installation to ensure proper drainage function. Ensure the gulley is fitted with a sediment trap to minimize clogging from debris.

Septic Tank & French Drain: Septic tank & French drain to be designed & built in accordance with geotechnical engineer's specifications. Ensure proper location and construction of the septic tank and French drain to allow for optimal water filtration and drainage. The septic tank to be adequately sized for the number of occupants and expected wastewater output. Ensure the tank is properly vented to prevent unpleasant odours and the buildup of gases. French drain to be properly backfilled with gravel and wrapped in geotextile fabric to prevent clogging by soil particles. Ensure a maintenance schedule is in place for regular inspections and cleaning of the septic system.

Water Supply Pipes: Minimum Ø22mm copper pipes or equal approved material with required fixtures & fittings to be installed by a qualified specialist. Hot water pipes to be insulated to prevent heat loss and improve energy efficiency. All joints to be securely welded or soldered, and pipes to be installed with proper support to avoid strain. Ensure the installation complies with all plumbing codes and regulations. Water pipes to be pressure tested before covering to ensure no leaks are present. Shut-off valves to be installed at strategic points in the system for ease of maintenance and emergency shutoff.

Rodding Eyes: Rodding eyes to be Ø110mm uPVC or equal SABS approved material and installed by a qualified specialist. Rodding eyes to be positioned at strategic locations along the pipe network for easy access to clear blockages. Ensure rodding eyes are fitted with secure covers and are positioned at a height that allows for easy access. Rodding eyes to be installed at regular intervals, especially in long runs of pipework, to facilitate maintenance and prevent blockages from becoming unmanageable.

Waste Pipes: Waste pipes to be minimum Ø55mm uPVC or equal SABS approved material and installed by a qualified specialist. Ensure waste pipes are properly graded and installed to allow for smooth flow of wastewater. All connections to be made as per manufacturer's guidelines to ensure watertight seals and prevent leaks. Ensure waste pipes are securely fixed to the wall and free from any obstructions that may hinder proper drainage. Vent pipes to be installed as required to allow air into the system and prevent vacuum formation, ensuring proper flow

Stormwater Drains: Separate from the sewage system, stormwater drains to be provided as per the civil engineer's design, ensuring adequate collection and discharge of surface water. Stormwater drains to be installed with proper grading and connect to the main stormwater management system to prevent localized flooding and ensure the site is properly drained.

10. Wall finishes & Coverings:

Concrete Blockwork: Approved M150 or M100 structural concrete masonry units (blocks), laid in stretcher bond to comply strictly with SANS 1215 (SABS approved) and forming part of the structure, ensuring a minimum average compressive strength of 7.0 MPa. Contractor to ENSURE strict uniformity of color, size, and surface texture across all units, ensuring blocks are free from visible cracks or defects, and laid in structural mortar complying with SANS 10164-1.

Finishing paint types: Alkyd high gloss finishing paint to comply with SANS 630. Decorative paint for interior use to comply with SANS 515. Emulsion paint to comply with SANS 1586.Textured emulsion wall coating to comply with SANS 1227. Aluminium paint, general purpose to comply with SANS 682.

NOTE: Prepare colour samples of finishing coats before any bulk paint is purchased . Identification colour marking (e.g. pipes transporting different fluids/gases) to comply with SANS 10140. Contractor to ensure all paint to be supplied by one manufacturer where possible; complete paint systems – primer, undercoat and finishing coat – to be as recommended by the same manufacturer. Containers to reach site unopened, bearing SANS -mark and specification number when specified.

Preparation for painting: Select paint systems most suited to the environment, compatible with substrate and other components of the system. Manufacturer's instructions to be followed and; observe manufacturer's recommendations in respect of temperature and its relation to curing time and pot life.

Paint finish 1: SHEEN INTERIOR 12mm sand/cement plaster with smooth trowel finish to receive 1 x high hiding power undercoat to comply with SANS 681, grade 1 3 x emulsion paint (INTERIOR) to comply with SANS 1586, grade 1. Colour range: **LIGHT CREAM** or equal APPROVED colour. Code: DEPENDENT ON MANUFACTURER/SUPPLIER.

Paint finish 2: SHEEN EXTERIOR 12mm sand/cement plaster with smooth trowel finish to receive 1 x high hiding power undercoat to comply with SANS 681, grade 2, 3 x emulsion paint (EXTERIOR) to comply with SANS 1586, grade 1. Colour range: **LIGHT CREAM** or equal APPROVED colour. Code: DEPENDENT ON MANUFACTURER/SUPPLIER.

CLIENT:

Dr Nkosazana Dlamini Zuma Local Municipality

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CONSULTANT:

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SHARDESH SEWLAL ENGINEERS
Geotechnical and Civil Engineering Consultants
Est 2002 / ISO 9001:2015 / Level 1 BEE

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DRAWING REVISIONS

REV	DATE	DRAWN	CHECKED	DESCRIPTION
01	13/10/2026	YP	SS	WT & WINDOWS

PROJECT NAME:

UNDERBERG CEMETERY ABLUTION BLOCK

CO-ORDINATES: Latitude: 29° 47' 17.09" S
Longitude: 29° 29' 11.61" E

DRAWING TITLE:

FLOOR PLAN, TYPICAL DETAILS, SECTION & ELEVATIONS

RESPONSIBLE PERSONNEL		SIGNATURE	DATE
DESIGNED	YP		29/07/2026
DRAWN	YP		29/07/2026
CHECKED	SS		
APPROVED	SS		
SCALE	AS SHOWN		

APPROVED : CLIENT

SIGNATURE DATE

PROJECT NUMBER	DRAWING NUMBER

STAGE	SHEET SIZE	SHEET No.	REVISION
	A1	1 of 1	-

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