

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS



public works

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

**BILLS OF QUANTITIES**

with GCC for Construction Works - Second Edition 2010

**RETURNABLE DOCUMENT**  
ONE VOLUME APPROACH

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE :  
NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS**

**Project Leader**

Department of Public Works  
Private Bag x 54336  
Mayville  
Durban  
4091  
Tel Number : (031) 203 2260  
Tel Fax : (031 ) 203 2115  
thandeka.xaba@kznworks.gov.za

**Region**

Regional Manager  
KZN: Department of Public Works  
Private bag X 54336  
Durban  
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Tel Number : (031) 203 2260  
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**Employer:**

Head: Public Works  
KZN Department of Transport  
Private Bag x 54336  
**MAYVILLE**  
4091  
Tel Number : (031) 203 2260  
Fax Number : (031) 203 2115

Bid Number: ZNTD04896W  
CIDB Grading: 2GB  
ECDP Number: N/A

Project Code: 072283  
Document Date: As Per Tender Advert  
Contract Period: 3 Calender Month

Contracting Party: \_\_\_\_\_  
CIDB Registration number: \_\_\_\_\_  
Central Suppliers Database Registration Number: \_\_\_\_\_

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL  
: INSTALLATION OF BURGLAR GUARDS**



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### **IMPORTANT NOTICE TO BIDDERS**

Any reference to words Bid or Bidder herein and/or in any other documentation shall be construed to have the same meaning as the words Bid or Bidder. These forms are for internal and external use for the KZN Department of Transport, Provincial Administration of KwaZulu-Natal.

**"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

**No alternative Bids will be accepted.**

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part **only** of the Form of Offer and Acceptance - T2.21

**"Enterprise"** shall mean the legal Bidding Entity or Bidder who, on acceptance of the Offer, would become the **contractor**





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**THE BID**



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## **PART T1. - BID PROCEDURES**



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## **T1.1 - BID NOTICE AND INVITATION TO BID**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

**THE KZN DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR THE PROVISION OF:**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD04896W</b>	<b>WIMS NO :</b>	<b>072283</b>
<b>Advertisement date:</b>	<b>As Per Tender Advert</b>	<b>Closing date:</b>	<b>As Per Tender Advert</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Calender Days</b>

It is estimated that tenderers must have a CIDB contractor grading designation of 2GB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of <b>(N/A)</b> and satisfy the criterion stated in the Tender Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered If "<b>N/A</b>" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>
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**Only bidder's who are responsive to the following responsiveness criteria are eligible to submit bids:**

<b>X</b>	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 2GB or higher, class of construction work, are eligible to have their bids evaluated.</p>
<b>X</b>	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 2GB or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : <b>2GB or Higher</b> or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol>
<b>X</b>	Bid document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<b>X</b>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<b>X</b>	Tax Compliance Status (TCS) <b>PIN</b> number and bidder's or entity tax reference number.
<b>X</b>	Contractor's Safety, Health and Environmental Declaration.
<b>X</b>	Complete priced Bill of Quantities to be submitted on the day of the bid closing date.
<b>X</b>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a <b>Bidder may not be awarded a contract</b> if he/she is not registered and in good standing with the Compensation Commissioner.
<b>X</b>	Certified Proof of Paid Municipal Rates and Taxes (Attach)
<b>X</b>	Certified Proof of UIF Registration (Attach)
<b>X</b>	Financial Standing and other resources of Business Declaration
<b>X</b>	Compulsory Enterprise Questionnaire.
<input type="checkbox"/>	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>
<b>X</b>	Invitation to Bid - SBD 1

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

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 TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19)

YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (T2.9)

YES ☐ or NO ☐

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS)

YES ☐ or NO ☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof]

YES ☐ or NO ☐

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:



80/20 Preference point scoring system



90/10 Preference point scoring system

**NOTE**

Refer to T2.36 - Functionality Criteria

Functionality requirement:		0	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
<b>Preference points system:</b>			
Preferences are offered to Bidder's who have attained the following B-BBEE status level of contributor in accordance with the table below:			
1.	B-BBEE Status Level of Contributor	Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points
<b>2. Other specific goals (according to the PPPFA):</b>			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	#REF!	#REF!	Points
(c)	#REF!	#REF!	Points
(d)	#REF!	#REF!	Points
<b>Total must equal 10 or 20 points</b>		<b>20</b>	<b>Points</b>

**Notes:**

- 1 The successful bidder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is generally open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's 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.

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the Functionality evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-

**THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:**

Tender documents may be collected during working hours at the following address :

**Department of Public Works, Physical Address], Durban, Ethekweni Region**

A non-refundable tender deposit of R190 is payable as per the tender advertisement , on collection of the bid documents. The Bidders must deposit the the above amount into the Department's bank account. The Account details are:

Account Name: KZN PROV GOV-WORKS  
Bank Name: ABSA  
Account Number: 4072485515  
Bank Code: CURRENT ACCOUNT  
Reference No: Ref No 14019613

The Bidder must attach the account statement with above reference, to this bid as **proof of payment of the deposit.**

**COMPULSORY CLARIFICATION MEETING**

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

**As per Tender Advertisement**

on: **As per Tender Advertisement**

**QUERIES REGARDING THE BIDDING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DOPW Project Manager:	Ms. T. F. Xaba	Telephone no:	031-203 2210
Cell no:	083 393 0060	Fax no:	031-261 5044
E-mail:	thandeka.xaba@kznworks.gov.za		

**DEPOSIT / RETURN OF TENDER DOCUMENTS: (Bid Documents)**

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.

All tenders must be submitted on the official forms – (not to be re-typed)

**TENDER DOCUMENTS MAY BE:**

<b>DEPOSITED IN THE TENDER BOX AT:</b>
Department of Public Works  eThekweni Region  eThekweni Regional Office : 455 A King Cetshwayo Highway  Mayville  4091

T1.2 BID DATA			
Project title:	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
Project Code:	"072283		
Bid no:	ZNTD04896W	Closing date:	As Per Tender Advert
Closing time:	11:00	Validity period:	84 Calender Days
Clause number:			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the Head: Public Works (KZN Department of Transport -Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid. The bidder must submit his bid by completing the Returnable Documents <u>including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance"</u> and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p><b>BID</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 - Bid Notice and Invitation to Bid</p> <p>T1.2 - Bid Data</p> <p>T1.3 - Annexure F - Standard Conditions of Bid</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in <b>T2.1 - Returnable Schedule</b>)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of works</b></p> <p>C3.1 - Scope of Works</p> <p>C3.2 - Specification for HIV/AIDS awareness</p> <p>C3.3 - HIV/STI Compliance report</p> <p>C3.4 - Project Specific Construction Safety, Health and Environmental Specification</p> <p>C3.5 - Supplementary Preambles</p>		



<b>Part C4: Site information</b>															
C4.1 -	Site Information														
C4.2 -	Builders Lien Agreement														
<b>Part 5: Annexure's</b>															
C5.2 -	Model Preambles for Trades 2008														
C5.2 -	Joint Venture Agreement														
C5.3 -	Builders Lien Agreement														
C5.4	EPWP Employment Contract														
C.1.4	<p>The Employer's agent (Engineer/Principal Agent) is:</p> <table> <tr> <td>Name:</td><td><b>Department of Public Works</b></td></tr> <tr> <td>Capacity:</td><td><b>Project Leader</b></td></tr> <tr> <td>Address:</td><td><b>Private Bag x 54336 , Mayville , Durban , 4091</b></td></tr> <tr> <td>Tel:</td><td><b>031 203 2260</b></td></tr> <tr> <td>Fax:</td><td><b>031 203 2115</b></td></tr> <tr> <td>E-mail:</td><td><a href="mailto:Thandeka.Xaba@kznworks.gov.za">Thandeka.Xaba@kznworks.gov.za</a></td></tr> <tr> <td>Responsible person:</td><td><b>Ms. T. F. Xaba</b></td></tr> </table> <p>The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"</p>	Name:	<b>Department of Public Works</b>	Capacity:	<b>Project Leader</b>	Address:	<b>Private Bag x 54336 , Mayville , Durban , 4091</b>	Tel:	<b>031 203 2260</b>	Fax:	<b>031 203 2115</b>	E-mail:	<a href="mailto:Thandeka.Xaba@kznworks.gov.za">Thandeka.Xaba@kznworks.gov.za</a>	Responsible person:	<b>Ms. T. F. Xaba</b>
Name:	<b>Department of Public Works</b>														
Capacity:	<b>Project Leader</b>														
Address:	<b>Private Bag x 54336 , Mayville , Durban , 4091</b>														
Tel:	<b>031 203 2260</b>														
Fax:	<b>031 203 2115</b>														
E-mail:	<a href="mailto:Thandeka.Xaba@kznworks.gov.za">Thandeka.Xaba@kznworks.gov.za</a>														
Responsible person:	<b>Ms. T. F. Xaba</b>														
C.1.6	<table> <tr> <td><b>PP2-Competitive Selection Procedure</b></td><td><b>Design by Employer</b></td></tr> <tr> <td colspan="2"><b>PP2B-Open Procedure</b></td></tr> <tr> <td colspan="2"><b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b></td></tr> </table>	<b>PP2-Competitive Selection Procedure</b>	<b>Design by Employer</b>	<b>PP2B-Open Procedure</b>		<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>									
<b>PP2-Competitive Selection Procedure</b>	<b>Design by Employer</b>														
<b>PP2B-Open Procedure</b>															
<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>															
C.2.1	<p>For eligibility refer to <b>T1.1 Bid Notice and Invitation to Bid.</b></p> <p>This is not an EPWP project</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 2GB or or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1 every member of the joint venture is registered with the CIDB;</li> <li>2 the lead partner has a contractor grading designation in the 2GB or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status</li> <li>3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 2GB or or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Higher Industry Development Regulations.</li> </ol>														

	<b>See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID for combinations of JV's arrangements.</b>
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see <b>T1.1 Bid Notice and Invitation to Bid.</b>
C.2.12	<p>Alternative bid offer permitted: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> <b>X</b></p> <p>If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
	<b>Only the complete Service as per the Bills of Quantities</b>
C.2.13.2	Bidders are to ensure that their company details appear on the entire relevant bid documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus <b>ONE</b> copy of the bid document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the bidders own cost. The CD must be clearly marked with the bid information and company details.
C.2.13.4	The second sentence shall read as follows <b>"The Employer will hold all authorised signatories jointly and severally liable on behalf of the bidder"</b> . Bidders proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per <b>T1.1 Bid Notice and Invitation to Bid.</b>
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per <b>T1.1 Bid Notice and Invitation to Bid.</b>
C.2.16	The tender offer validity period is as per <b>T1.1 Bid Notice and Invitation to Bid.</b>
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred bidder, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred bidder is not affected.
	The bidder is to submit the Priced Bills of Quantities with the Returnable's at the closing of the bid.
	This is not an EPWP project
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.

C.2.22	Bidders <b>do not</b> have to return all retained tender documents within 28 days after expiry of the Bid validity period.
	Bidders are to refer to <b>List of Returnable Schedules</b> and <b>Scope of Works</b> to establish what is required to be submitted with this bid.
C.3.4	The location for opening of the bid offers, immediately after the closing time thereof shall be at: <b>KZN Department of Transport , eThekweni Region Office, (Ground Floor), 455A, Jan Smuts Highway, Mayville, 4091 at the time indicated on T1.1 Notice and Invitation to Bid</b>
C.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each bid offer properly received:</p> <ol style="list-style-type: none"> <li>complies with the requirements of the Conditions of Tender.</li> <li>has been properly and fully completed and signed, and</li> <li>is responsive to the other requirements of the bid documents.</li> </ol> <p>A responsive bid is one that conforms to all the terms, conditions and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>significantly change the Employers or the Bidders risks and responsibilities under the contract, or</li> <li>affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.</li> </ol> <p>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.</p>
C.3.13	<p><b>Bid offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>Bidders must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD</li> <li>the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the bidder has submitted a CIDB certificate of registration which clearly indicates the status <b>"Active"</b></li> <li>the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.</li> <li>the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the bid process.</li> <li>the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and</li> <li>the bidder has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect.</li> </ol> </li> <li>the bidder is registered with: <ol style="list-style-type: none"> <li>the Unemployment Insurance Fund (UIF); and</li> <li>the Workmen's Compensation Fund</li> </ol> </li> <li>the bidder submitted Authority to Sign the tender. <ol style="list-style-type: none"> <li>the bidder submitted Financial standing &amp; other resources of Business Declaration.</li> <li>the bidder submitted Equipment Schedules, if applicable.</li> </ol> </li> <li>the bidder signed the <b>Form of Offer</b> that is part of the Form of Offer and Acceptance.</li> <li>the bidder submitted Preference Certificate, if applicable.</li> <li>the bidder submit Final Summary of Bill of Quantities at tender closing.</li> <li>the bidder submitted Declaration of Interest.</li> <li>the bidder submitted Site Inspection Certificate from the Compulsory Briefing Meeting</li> <li>All information required to assess 'Functionality' as per Bid Data scheduled requirements</li> </ol> <p>Providing the form of offer and acceptance does not contain any qualifying statements, <b>it will constitute the formation of a contract</b> between the employer and the successful bidder as described in the form of offer and acceptance.</p>
C.3.15	Bidders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful bidder one copy of the signed contract document and one copy of an unpriced bills of quantities



**public works**

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL  
: INSTALLATION OF BURGLAR GUARDS**

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## **T1.3 - Annexure F - Standard Conditions of Tender**

## T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

### C.1 General

#### C.1.1 Actions

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

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

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.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. Communication 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**.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and const works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitatic second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1**

##### **Option 1**

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

#### **F.1.6.3.2**

##### **Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

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

### **C.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.

### **C.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.

### **C.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.

**C.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**.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

**C.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.

**C.2.10 Pricing the tender offer**

**C.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**.

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

**C.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**.

**C.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.

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

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

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

**C.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.

**C.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.



**C.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.

**C.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.

**C.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**.

**C.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.

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

**C.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.

**C.2.15 Closing time**

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

**C.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.

**C.2.16 Tender offer validity**

**C.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**.

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

**C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

**C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

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

**Note:** *Sub-clause C.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.*

**C.2.18 Provide other material**

**C.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 employers request, the employer may regard the tender offer as non-responsive.

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

**C.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**.

**C.2.20 Submit securities, bonds and policies**

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**.

**C.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.

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to request from the tenderer**

**C.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

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

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

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) 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 collected tender documents.

**C.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.

**C.3.4 Opening of tender submissions**

**C.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.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

**C.3.5 Two-envelope system**

**C.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.

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

**C.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.

**C.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.

**C.3.8 Test for responsiveness**

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

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

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

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

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

### C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices
- C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.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.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcome
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

#### The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.



**public works**

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE  
HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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## **PART T2 - RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Project Manager:</b>	<b>Ms. T. F. Xaba</b>	<b>Bid no:</b>	<b>ZNTD04896W</b>

### 1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

<b>Bid document name</b>	<b>Returnable document</b>	
Declaration of Interest - SBD 4	Yes	
Authority to Sign Bid	Yes	
Authority for Consortia or Joint Venture's to Sign Bid	Yes	
Special Resolution of Consortia or Joint Venture's	Yes	
Schedule of Proposed Sub-Contractors	Yes	
Joint Venture Involvement Declaration	Yes	
Capacity of Bidder	Yes	
Annual Financial Statement for past financial year	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting	Yes	
Preference Certificate	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Financial Standing and other resources of Business Declaration	Yes	
Contractor's Safety, Health and Environmental Declaration.	Yes	
Complete Priced Bill of Quantities	Yes	
Certificate of Independent Bid Determination - SBD 9	Yes	
Certified Proof of CIDB Registration Number	Yes	
Contract Form - Purchase of Goods/Works - Part 1	Yes	
Contract Form - Purchase of Goods/Works - Part 2	Yes	
Functionality Criteria	No	N/A
Invitation to Bid - SBD 1	Yes	

## 2. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes
Certified Proof of Good Standing with the Compensation Commissioner (Attach)	Yes
Proof of payment of Bid deposit	Yes
Certified Proof of Paid Municipal Rates and Taxes (Attach)	Yes
Certified Proof of UIF Registration (Attach)	Yes
Certified Proof of Registration Number on the Central Suppliers Database	Yes
Annual Financial Statement for past financial year	Yes
Entire bid document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Bid information.	Yes

## 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes
Record of Addenda to Bid Documents	Yes
Particulars of Electrical Contractor	Yes
Equipment Schedules-Mechanical / Electrical / Security Material	Yes
Schedule of Imported Materials and Equipment	Yes
Confirm Receipt of Offer and Acceptance	Yes

## 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document
Bill of Quantities	Yes
Form of Guarantee	Yes
Declaration of Bidders Past SCM Practices - SBD 8	Yes
to	Yes
The National Industrial Participation Programme	Yes
Required Structure of Contractor's detailed OHSE Plan	Yes
Client's specific requirements for the Contractor's detailed OHSE Plan	Yes
Base line Risk Assessment	Yes
Declaration Certificate for local production and content for designated sectors - SBD 6.2	Yes

## 5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable	
	No	N/A
Proof of working capital of at least 25% of project value	No	N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	No	N/A
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements	No	N/A
Detailed schedule of resources at all levels	No	N/A
Schedule of years of experience on similar projects	No	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	No	N/A
Demonstrated ability to work on an accelerated programme	No	N/A
Experience in projects that have operational challenges i.e. public interface	No	N/A
Submission of a detailed organogram	No	N/A
All key project resources have more than (5) years' experience in the construction industry.	No	N/A
All key project resources have experience in projects of a similar value and nature	No	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	No	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	No	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	No	N/A
Tenderer to demonstrate key/resource deployment over the various work package	No	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	No	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	No	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	No	N/A
Material storage, handling and distribution	No	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	No	N/A
Programme and progress reporting, including tracking of long lead procurement items	No	N/A
OHS Management, compliance and reporting	No	N/A
Site documentation control, filing and archiving	No	N/A
Queries and information required approach	No	N/A
Procurement of outsourced resources e.g. sub-contractors	No	N/A



**T2.2 AUTHORITY TO SIGN BID****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 (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

1. The Enterprise submits a Bid to the KZN Department of Public Works in respect of the following project:

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL :  
INSTALLATION OF BURGLAR GUARDS**

Bid Number: **ZNTD 04896W**

2.

\*Mr./Mrs./Ms: \_\_\_\_\_

in \*his/her capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_ (Authorised Signatory)

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to this Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

1. \* Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the tendering Enterprise being a Close Corporation, a **certified copy of the Founding Statement** of such corpora - tion must be attached to this tender.

**ENTERPRISE STAMP** (If Any)

## T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

**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 (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

1. The Enterprise submits a Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the KZN Department of Public Works in respect of the following project:

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL :  
INSTALLATION OF BURGLAR GUARDS**

Bid Number: **ZNTD 04896W**

2. \* Mr. / Mrs. / Ms.: \_\_\_\_\_ in

\*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows:

be, and is 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 and 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 deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_  
(Postal Code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_  
(Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP (If Any)**

**Deemed to satisfy joint venture arrangements**

Grading 2 + Grading 2 + Grading 2  
Grading 3 + Grading 3 + Grading 3  
Grading 4 + Grading 4  
Grading 4 + Grading 3 + Grading 3  
Grading 5 + Grading 5  
Grading 5 + Grading 4 + Grading 4  
Grading 6 + Grading 6  
Grading 6 + Grading 5 + Grading 5  
Grading 7 + Grading 7 + Grading 7  
Grading 8 + Grading 8 + Grading 8

**Designation**

= 3  
= 4  
= 5  
= 5  
= 6  
= 6  
= 7  
= 7  
= 8  
= 9

Bidders who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this bid.

## T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

2.

3.

4.

5.

6.

7.

8.

held at: \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

**RESOLVED that:**

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Public Works in respect of the following project:

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL :  
INSTALLATION OF BURGLAR GUARDS**

Tender Number: **ZNTD 04896W**

Project Code: **072283**

- B. Mr/Mrs/Ms: \_\_\_\_\_ in

\*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- \_\_\_\_\_
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

## T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

<b>Project title:</b>	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
<b>Bid no:</b>	ZNTD 04896W	<b>WIMS NO :</b>	072283

### DECLARATION RELATING TO A BID SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

<b>Party No. 1</b>		
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>		
<b>BIDDERS CIDB REGISTRATION NUMBER:</b>		
Name		
Address		
Percentage involvement	%	

<b>Party No. 2</b>		
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>		
<b>BIDDERS CIDB REGISTRATION NUMBER:</b>		
Name		
Address		
Percentage involvement	%	

<b>Party No. 3</b>		
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>		
<b>BIDDERS CIDB REGISTRATION NUMBER:</b>		
Name		
Address		
Percentage involvement	%	

---

---

**Signed - Party No. 1**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name) : \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

---

---

**Signed - Party No. 2**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name) : \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

---

---

**Signed - Party No. 3**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name) : \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date



## T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>	
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO : '072283</b>

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

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

We confirm that all subcontractors who are contracted to construct a house are **registered as home builders with the National Home Builders Registration Council.**

No	Name and address of proposed Subcontractor		Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1							
	CIDB Registration Number:						
2							
	CIDB Registration Number:						
3							
	CIDB Registration Number:						
4							
	CIDB Registration Number:						
5							
	CIDB Registration Number:						
Name of authorised representative			Signature		Capacity		
Name of Enterprise:					Date		

## T2.7 CAPACITY OF BIDDER

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)
- 1.1. **Artisans and Employees:** *(Artisans and Employees to be, or are, employed for this project)*

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			

1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets )

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

#### 1.4.

[illegible]

## 2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

### 2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

**2.2. Current Government sector projects: (List the 5 projects closest to the contractor grading designation of this project)**

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

**2.3. Previously completed projects:** *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
Name of Bidder		Signature of authorised representative		Date

## T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>072283</b>

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.

This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.

- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Resources available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)
- (e) Bidder to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

*(name of person authorized to sign on behalf of the Bidder)*

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.

I accept and understand that the KZN Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative



T2.9 PREFERENCE CERTIFICATE			
<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO :</b>	<b>072283</b>

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

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

## 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 For this project the 80% preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price points and  
(b) Functionality points

80
0
80

- (c) B-BBEE Status Level of Contribution

1.3.1	<b>PRICE</b>	80
1.3.2	<b>SPECIFIC CONTRACT PARTICIPATION GOALS</b>	
1.3.3	<b>1.3.3.1 Broad-Based Black Economic Empowerment (B-BBEE)</b>	
	(i) Level 1	20
	(ii) Level 2	18
	(iii) Level 3	14
	(iv) Level 4	12
	(v) Level 5	8
	(vi) Level 6	6
	(vii) Level 7	4
	(viii) Level 8	2
	(ix) Non-compliant contributor	0
	<b>1.3.3.2 Other Specific Goals (as prescribed in the PPPFA regulations)</b>	
	(i) Contract participation goal by awarding contracts to targeted enterprises	0
	(ii) #REF!	#REF!
	(iii) #REF!	#REF!
	(iv) #REF!	#REF!
	<b>TOTAL POINTS FOR PRICE, HDI and OTHER SPECIFIC GOALS</b>	<b>100</b>

Total points for Price and B-BBEE Status Level of Contribution **must not exceed 100**

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The bidder shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.
- 1.6 The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Department.

## 2 GENERAL DEFINITIONS

- 2.1 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.
- 2.2 **"B-BBEE"** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its c
- 2,4 **"proof of B-BBEE status level of contributor" means-**
- a) the B-BBEE status level certificate issued by an authorised body or person;
  - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2,5 **"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 1 of the Broad-Based Black Economic Empowerment Act.
- 2,6 **"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2,7 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive bidding process or proposal.
- 2,8 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act (Act 53 of 2003);
- 2,9 **"co-operative"** means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005);
- 2.10 **"designated group" means**
- a) black designated groups;
  - b) black people;
  - c) women;
  - d) people with disabilities; or
  - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2,11 **"designated sector"** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(e) of the Broad-Based Black Economic Empowerment Regulations, 2006 (Regulation 8(1)(e) of 2006);
- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that have been utilised have been taken into consideration.
- 2,13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2,14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2,15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

- 2,16 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2,17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2,18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less**;
- 2,19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million**;
  
- 2,20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 198 of 1998).
- 2,21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax, which, by law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supply or rendering costs of any service, for the execution of the contract;
- 2,22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2,23 **"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2,24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2,25 **"Person"** includes reference to a juristic person.
- 2,26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the invitations and includes all applicable taxes and excise duties.
- 2,27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2,28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another contractor to support such primary contractor in the execution of part of a project in terms of the contract;
  
- 2,29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and pronounced in the Government Gazette on 9 February 2007;
- 2,30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to another person to administer such property for the benefit of another person; and
- 2,31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2,32 **"rural area" means-**
  - a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
  - b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 2,33 **"township"** means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for the use of people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2,34 **"treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2,35 **"youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 28 of 2008)

### 3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.3 Bidders who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6 BID DECLARATION

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

## 7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.3.1 AND 5.1 ABOVE

7.1 B-BBEE Status Level of Contribution:  =   
[ B-BBEE Status level of Contribution] [Max of points 10 or 20]

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS)

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? Yes ☐ No ☐

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?  %

(ii) the name of the sub-contractor? \_\_\_\_\_

(iii) the B-BBEE status level of the sub-contractor? \_\_\_\_\_

(iv) whether the sub-contractor is an EME? Yes ☐ No ☐

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: \_\_\_\_\_  
9.2 VAT registration number: \_\_\_\_\_  
9.3 Company registration number: \_\_\_\_\_

Type of company/firm: (insert a **X** in the applicable box)

9.4

Partnership/  
Joint Venture/  
Consortium

☐

One person  
business/Sole  
Proprietor

☐

Close Corporation

☐

Company

☐

(Pty) Ltd

☐

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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9.6 COMPANY CLASSIFICATION

Manufacturer

☐

Contractor and/or Supplier

☐

Professional service  
provider

☐

Other service providers,  
e.g. transporters, etc.

☐

9.7 Total number of years the company/firm has been in business?

---

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE(S) OF BIDDER(S)

**T2.10 SITE INSPECTION MEETING CERTIFICATE**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO:</b>	<b>`072283</b>
<b>Site Inspection Date:</b>		<b>As per Tender Advertisement</b>	

This is to certify that I, \_\_\_\_\_

(Name of authorised Representative)

representing \_\_\_\_\_

(Name of Enterprise)

visited the site on: \_\_\_\_\_

(Date)

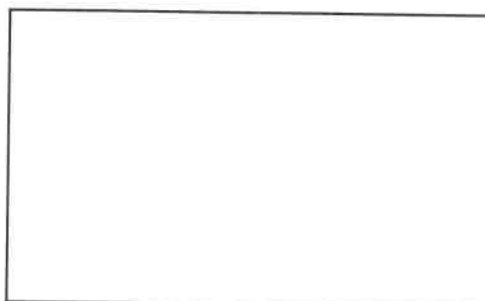
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Bidder	Signature	Date

Name of DOPW Representative	Signature	Date

**This form is only to be completed when applicable to the tender and if a Compulsory Briefing meeting has been called.**



Departmental Stamp:

<b>T2.11 DECLARATION OF INTEREST - SBD 4</b>			
<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO :</b>	<b>`072283</b>

<sup>1</sup> Any legal person, including persons employed by the state<sup>1</sup>, or persons having kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of the possible allegations of favouritism, should the resulting bid/quotation, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her/their authorized representative declare his/her/their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her/their interest, where-

- 1,1 the bidder is employed by the state; and/or
- 1,2 the legal person on whose behalf the quotation/bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s)/bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quotation/bid.

**2 In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation/bid document.**

- 2,1 Full Name of bidder or his or her representative: \_\_\_\_\_
- 2,2 Identity Number: \_\_\_\_\_
- 2,3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_
- 2,4 Registration Number of Company, enterprise, close corporation, partnership agreement or trust: \_\_\_\_\_
- 2,5 Tax Reference Number: \_\_\_\_\_
- 2,6 VAT Registration Number: \_\_\_\_\_
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity number, tax reference number and, if applicable, employee / persal number must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) Provincial Legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

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

- 2,7 Are you or any person connected with the bidder presently employed by the state? YES / NO



2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: \_\_\_\_\_

Name of state institution to which the person is connected: \_\_\_\_\_

Position occupied in the state institution: \_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO  
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2,8 Did you or your spouse, or any of the company's directors / shareholders / members of their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2,9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quotation/bid?

2.9.1 If so, furnish particulars: YES / NO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2,10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quotation/bid? YES / NO

2.10.1 If so, furnish particulars:

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2,11 Do you or any of the directors / trustees/ shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES / NO

2.11.1 If so, furnish particulars:

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### 3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

### DECLARATION

I, THE UNDERSIGNED (NAME) : \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

<b>T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS</b>			
<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

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

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

**Tenderer to attach proof of receipt of above listed addenda**

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
Bid no:	ZNTD 04896W	WIMS NO	`072283

Name of Electrical Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number at the Electrical Contracting Board of S.A.:	
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Name of authorised representative	Signature	Date

## T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

This schedule should be completed by the bidder. (Attach additional page(s) if more space is required)

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

### FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading\* of exporters invoice.

*\* A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location. [http://en.wikipedia.org/wiki/Bill\_of\_lading]*

Name of authorised representative	Signature	Date

## T2.15 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

- 1 This Standard Bidding Document must form part of all bid's invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have:
  - abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system;
  - or failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question		
4,1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:     		
4,2	Is the 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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:     		
4,3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:     		
4,4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:     		

5 **CERTIFICATION**

I the undersigned (*full name*) \_\_\_\_\_  
certify that the information furnished on this declaration is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of authorised representative	Signature	Date	Position

**T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT**

**Project title:**

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT :  
NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR  
GUARDS**

**Bid no:**

**ZNTD 04896W**

**WIMS NO**

**`072283**

**ATTACH A CERTIFIED COPY OF THE ANNUAL FINANCIAL  
STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL  
YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

**ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE**



**T2.16 EQUIPMENT SCHEDULES**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

**TECHNICAL DATA:   STANDBY GENERATOR**

Manufacturer:	
Model number:	
Serial number:	
Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

**Project Code:** `072283

## EQUIPMENT SCHEDULES

### TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

### TECHNICAL DATA: PARCEL X-RAY UNITS

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

**Project Code:**      `072283

## EQUIPMENT SCHEDULES

**TECHNICAL DATA:**                      **WALK THROUGH DETECTOR**

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

**TECHNICAL DATA:**                      **TURNSTILE**

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

**Project Code:** `072283

## EQUIPMENT SCHEDULES

**TECHNICAL DATA:**

**PARAPLEGIC LIFT**

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

**Project Code:** `072283

## EQUIPMENT SCHEDULES

### TECHNICAL DATA:

### AIR-CONDITIONING AND VENTILATION INSTALLATION

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m³/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

## T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>072283</b>

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

### DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Bid will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Bidder

**T2.18 Compulsory Enterprise Questionnaire**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

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: CSD Number:**

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number	
Close corporation number	
Tax reference number	

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

**Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>			
<b>Position</b>			
<b>Enterprise name</b>			

**T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE  
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

**TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance.

1. In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**IMPORTANT NOTICE**

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status(TCS) PIN Number</b>	
<b>Company / Bidding Entity Tax Reference Number</b>	

**Name of Bidder:** .....

**Signature of bidder:** .....

**Date:** .....



**T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE  
COMPENSATION COMMISSIONER**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE  
TENDERER IS IN GOOD STANDING WITH THE  
COMPENSATION COMMISSIONER, TO THIS PAGE FOR  
ADJUDICATION PURPOSES**

**NOTE**

In the case of a Bid by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

## T2.21 - FORM OF OFFER AND ACCEPTANCE

**Bid no: ZNTD 04896W**

### OFFER

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

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL :  
INSTALLATION OF BURGLAR GUARDS**

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

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

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

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

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>			<b>Date</b> 

### 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	Agreement 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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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 deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, 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/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

## 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, become the subject of agreements reached during the process of offer and
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
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.

**1.1.1. Subject:**

**Details:**

**1.1.2. Subject:**

**Details:**

**1.1.3. Subject:**

**Details:**

**1.1.4. Subject:**

**Details:**

By the duly authorised representatives signing this agreement, 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 returnable 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.

**T2.22 - FINAL BILL OF QUANTITY SUMMARY**

<b>Project title:</b>	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

**T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES**

<b>Project title:</b>	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
<b>Bid no:</b>	ZNTD 04896W	<b>WIMS NO</b>	`072283

**ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO  
THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

## **T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER  
IS IN GOOD STANDING WITH THE **UIF** TO THIS PAGE FOR  
ADJUDICATION PURPOSES**

### **NOTE**

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

## **T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

**This document must be signed and submitted together with your bid**

### **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **1 PILLARS OF THE PROGRAMME**

- 1,1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1,2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1,3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1,4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2,1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2,2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3,1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.



- 3,2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3,3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4 **PROCESS TO SATISFY THE NIP OBLIGATION**

- 4,1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4,2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number:		Closing date:	
Name of bidder:			
Postal address:			
Signature:		Name (in print):	
Date:			

## T2.26 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**ZNTD 04896W - KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE :  
NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS**

---

*(Bid Number and Description)*

in response to the invitation for the bid made by:

**KZN Department of Public Works**

---

*(Name of Institution)*

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<sup>3</sup> 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.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

Signature

---

Date

---

Position

---

Name of bidder

**T2.27 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS  
DATABASE**

<b>Project title:</b>	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
<b>Bid no:</b>	ZNTD04896W	<b>Project Code:</b>	072283

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER  
IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE  
TO THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, certified copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

**T2.28 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER  
IS REGISTERED WITH THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR  
ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture, certified copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

**T2.29 - PROOF OF PAYMENT OF BID DEPOSIT**

<b>Project title:</b>	KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS		
<b>Bid no:</b>	ZNTD 04896W	<b>WIMS NO</b>	`072283

**ATTACH A COPY OF PROOF OF PAYMENT WHERE  
AVAILABLE OF THE BID DEPOSIT BY THE BIDDER, TO THIS  
PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the bid deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

## T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNTD 04896W at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_  
CAPACITY: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME OF FIRM: \_\_\_\_\_  
DATE: \_\_\_\_\_

<b>Witnesses:</b>	
1.	_____
2.	_____
Date: _____	

## T2.31 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_

accepts your bid under reference ZNTD 04896W dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

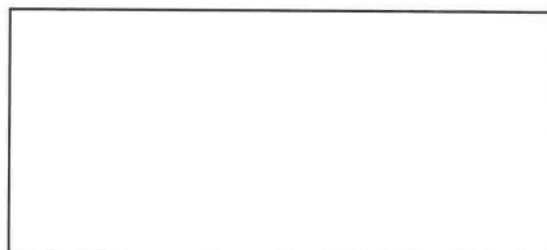
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
[Place] [Date]

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



OFFICIAL STAMP:

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Date: \_\_\_\_\_



## T2.32 - OHSE PLAN STRUCTURE

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid no:</b>	<b>ZNTD 04896W</b>	<b>WIMS NO</b>	<b>`072283</b>

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL :  
INSTALLATION OF BURGLAR GUARDS**

**T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>
<b>Bid no:</b>	<b>ZNTD 04896W</b>
<b>WIMS NO:</b>	<b>`072283</b>



public works

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Department:  
Public Works  
**PROVINCE OF KWAZULU-NATAL**

## **Occupational Health and Safety Specification (OHSE SPEC)**

Project Name : Northdene Hotel, Queensburgh:  
Installation of Burglar Guards

WIMS no. : 072283

Client OHS  
Representative: S. Khoza

Region : eThekwin Region

District : N/A

Ward no. : N/A

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## **1. Introduction**

The Kwa Zulu / Natal Department of Public Works is deemed as the “Client” in terms of the definitions of Construction Regulations of 2014 as published in *Government Gazette No. 37305*. The Construction Regulations of 2014 under CR (5) (1) stipulates that the client must prepare a suitable, sufficiently documented and coherent site specific Occupational Health and Safety Specification for the intended construction work based on the baseline risk assessment.

The purpose of this Occupational Health and Safety Specification document (*which hereinafter will be referred to as OHSE Spec*) is to provide designers and the successful tenderer with essential OHS information to ensure effective safety management during the design and construction phase of the project.

This OHSE Spec forms an integral part of the contract between the Client and the Principal Contractor, so as to ensure compliance with the Occupational Health and Safety Act, Act 85 of 1993 and its applicable regulations and must serve as the basis for the Principal Contractor to develop his/her Project Safety, Health and Environmental Management Plan. As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds to achieve the objectives set out in the plan. In line with this requirement Construction Regulation 5(1) (g) requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders.

It must be noted that this OHSE Spec as much as it is detailed it is not exhaustive and the onus is on the Principal Contractors to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that “Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.” this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

## 2. Definitions

*For the purpose of the OHSE Spec, the abbreviations or definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.*

**"CR"** refers to the Construction Regulations 2014

**"Agent (Pr. CHSA)"** means a competent person who acts as a representative for a Client in terms of regulation (5)5.

**"Client"** means Department of Public Works

**"Competent person"** means a person who-

- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

**"Construction Manager (Site Agent)"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**"Construction Site"** means a work place where construction work is being performed;

**"Construction Supervisor"** means a competent person responsible for supervising construction activities on a construction site;

**"Construction Vehicle"** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

**"Construction work"** means any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**"Construction Work Permit"** means a document issued in terms of regulation 3 of the Construction Regulations 2014;

**"Contractor"** means an employer who performs construction work;

**"Demolition Work"** means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

**"Fall Protection Plan"** means a documented plan, which includes and provides for-

- (a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) The procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) A rescue plan and procedures;

**"Health and Safety File"** means a file, or other record containing the information in writing required by these Regulations;

**"Health and Safety Plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

**"Health and Safety Specification"** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

**"Medical Certificate of Fitness"** means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

**"Principal Contractor"** means an employer appointed by the client to perform construction work;

**"Safety Officer"** – a person deemed competent by SACPCMP under the relevant category of registration.

**"Professional Engineer or Professional Certificated Engineer"** means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

### **3. Scope of Application**

**3.1** This OHSE Specification document stipulates the minimum Occupational Health, Safety, and Environmental requirements that the tenderer need to address in his / her OHSE Plan. This Specification also addresses legal compliance, hazard identification, risk assessment, risk control, and the promotion of a Health and Safety culture amongst those working on the project.

**3.2** This Specification also makes provision for the protection of persons other than employees. This OHSE Spec is exclusively applicable to the following project pending any change of scope which may necessitate changes to the OHSE Specification;

**Northdene Hotel, Queensburgh: Installation of Burglar Guards.**

**3.3** This OHSE Specification further seeks to achieve the following;

- 3.3.1** To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project. **See Annexure A**
- 3.3.2** Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. **See Annexure B**
- 3.3.3** To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. **See Annexure C**
- 3.3.4** Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professionals appointed and that the OHSE Specification is incorporated into the tender documents. **See Annexure D**



#### **4. Contractual Issues**

- 4.1** Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he / she will comply with all its obligations in respect thereof.
- 4.2** Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 4.3** The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.
- 4.4** The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.
- 4.5** The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and or any other applicable legislative requirements imposed on the Contractor.

## **5. Administrative Requirements**

### **5.1 Notification of Construction Work**

The successful tenderer must at least within 07 working days before commencing with construction work notify the Provincial Director in writing using **Annexure "2"** if the project meets the following threshold. A copy of the notification once stamped by a DoL Official must be submitted to the client prior to commencing with construction work.

## **6. Appointment of a Part Time Safety Officer**

- 6.1 Further to the above criteria, should the KZN DoPW or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the KZN DoPW or its Representative may issue an instruction that a Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met.

## ***Annexure A***

### **Structure of the Detailed OHSE Plan**

A detailed OHSE Plan is to be submitted by the successful tenderer as per section 3.3.1 above. The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project –

#### **Northdene Hotel, Queensburgh: Installation of Burglar Guards.**

1. The notification to commence with construction work made to the Provincial Director of Labour using Annexure 2. *(Filled in only to be submitted on approval of the Safety Plan)*
2. Letter of Good Standing with Compensation Commissioner or Compensation insurer
3. The Contractor's Health, Safety & Environmental Policy, signed by the chief executive officer, which outlines the Contractor's OHSE compliance objectives and how they will be achieved.
4. Pre-Construction risk assessment
5. Fall Protection Plan
6. Relevant checklists and registers.
7. Site specific OHSE Organogram
8. Preliminary Induction Program
9. Environmental Management Plan
10. Proof of competency for the following legal appointees;
  - 10.1. **Construction Manager** – *(Detailed CV reflecting qualification, relevant experience and references from previous clients).*
  - 10.2. **Construction Supervisor** - *(Detailed CV reflecting qualification, relevant experience and references from previous clients).*
  - 10.3. **Assistant Construction Supervisor** - *Detailed CV reflecting qualification, relevant experience and references from previous clients.*
  - 10.4. **Risk Assessor** – *SAMTRAC or equivalent*
  - 10.5. **Fall Protection Planner** - *SAMTRAC or equivalent*
  - 10.6. **Incident Investigator** - *SAMTRAC or equivalent*

Legal appointments to be appointed	
Prior Site Handover	After Site Handover on commencement with Construction work
<ul style="list-style-type: none"> <li>• 16.2</li> <li>• Construction Manager</li> <li>• Construction Work Supervisor</li> <li>• Assistant Construction Work Supervisors</li> <li>• Risk Assessor</li> <li>• Fall Protection Planner</li> <li>• Incident / Accident Investigator</li> <li>• COVID-19 compliance officer</li> </ul>	<ul style="list-style-type: none"> <li>• First Aider</li> <li>• Emergency co-ordinator</li> <li>• Fire Marshalls</li> <li>• Fire team members</li> <li>• Portable Electrical tool inspector</li> <li>• Hand tools inspector</li> <li>• Housekeeping inspector</li> <li>• Stacking and storage inspector</li> <li>• Construction Vehicle Operator</li> <li>• Flammable liquids Storage Inspector</li> <li>• Hazardous substance storage inspector</li> </ul>

## Annexure B

### Client Specific Requirements

Items	Client Specific Requirements
Site Office location	<ul style="list-style-type: none"> <li>The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.</li> </ul>
Medical Certificates	<ul style="list-style-type: none"> <li>In compliance with the requirements of the Construction Regulations 2014 section 7(8) the Contractor must ensure that all of his employee's onsite have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.</li> </ul>
Compliance with COVID-19 Regulations 2020 requirements	<p>In compliance with the requirements of the <b>COVID-19 Regulations 2020</b>, the Businesses which are permitted to operate must -</p> <ol style="list-style-type: none"> <li>Designate a COVID -19 Compliance Officer who must oversee the –               <ol style="list-style-type: none"> <li>the implementation of the plan referred to in paragraph (b); and</li> <li>adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace;</li> </ol> </li> <li>Develop a plan for the phased -in return of their employees to the workplace, prior to reopening the workplace for business. which plan must correspond to Annexure E and must be retained for inspection and must contain the following information:               <ol style="list-style-type: none"> <li>which employees are permitted to work;</li> <li>what the plans for the phased -in return of their employees to the workplace are;</li> <li>what health protocols are in place to protect employees from COVID-19; and</li> <li>the details of the COVID -19 compliance officer;</li> </ol> </li> <li>SHE Plan, Risk Assessment, Safety Induction and Toolbox Talk Training must reflect the COVID-19 requirements; and</li> <li>Develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.</li> </ol>
Appointment of a Part - Time Construction Health & Safety Officer	<ul style="list-style-type: none"> <li>Should the KZN DoPW or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the KZN DoPW or its Representative may issue an instruction that a (Full / Part Time) Construction Health and Safety Officer) must be appointed, such a requirement will have to be met.</li> <li>The appointed Construction Health and Safety Officer must be registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contract.</li> </ul>
Public Safety	<ul style="list-style-type: none"> <li>When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of the occupants of the building.</li> </ul>
Extreme weather conditions	<ul style="list-style-type: none"> <li>If the weather condition poses a threat to the health &amp; safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.</li> </ul>

<b>Change to scope of work</b>	<ul style="list-style-type: none"> <li>Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.</li> </ul>
<b>Safety Plan Submission</b>	<ul style="list-style-type: none"> <li>The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his / her SHE Plan has been approved in writing.</li> </ul>
<b>Bylaws</b>	<ul style="list-style-type: none"> <li>The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his / her OHSE Plan and ensure compliance to such bylaws.</li> </ul>
<b>Risk assessment for construction work</b>	<ul style="list-style-type: none"> <li>To comply with CR (9) and to also address environmental issues <i>See the attached baseline risk assessment to be considered by both the designer and the principal contractor.</i></li> </ul>
<b>Fall protection</b>	<ul style="list-style-type: none"> <li>To comply with CR (10),</li> <li>Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings.</li> </ul>
<b>Structures</b>	<ul style="list-style-type: none"> <li>To comply with CR (11)</li> </ul>
<b>Construction vehicles</b>	<ul style="list-style-type: none"> <li>To comply with CR (23) and the following;</li> </ul>
<b>Electrical machinery on construction sites</b>	<ul style="list-style-type: none"> <li>To comply with CR (24)</li> </ul>
<b>Use and temporary storage of flammable liquids on construction sites</b>	<ul style="list-style-type: none"> <li>To comply with CR (25)</li> </ul>
<b>Water environments</b>	<ul style="list-style-type: none"> <li>To comply with CR (26)</li> </ul>
<b>Housekeeping and general safeguarding on construction sites</b>	<ul style="list-style-type: none"> <li>To comply with CR (27) and the following;</li> <li>Contractor to designate areas for placing refuse and rubble prior to being removed from site.</li> <li>Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.</li> <li>Refuse to be separated for recycling purposes.</li> <li>Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements.</li> </ul>
<b>Stacking and storage on construction sites</b>	<ul style="list-style-type: none"> <li>To comply with CR (28)</li> </ul>
<b>Fire precautions on construction sites</b>	<ul style="list-style-type: none"> <li>To comply with CR (29) and the following;</li> <li>No smoking may be permitted on site except in designated smoking areas.</li> </ul>
<b>Construction employees' facilities</b>	<ul style="list-style-type: none"> <li>To comply with CR (30) and the following;</li> <li>Gender signs to be placed at appropriate locations.</li> <li>All welfare facilities to be kept in a hygienic condition at all times.</li> <li>Employees to be trained in good hygiene practices.</li> </ul>
<b>Public Safety &amp; Signage</b>	<ul style="list-style-type: none"> <li>The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the</li> </ul>

	<p>construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.</p> <ul style="list-style-type: none"> <li>• Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.</li> <li>• The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks</li> <li>• The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.</li> <li>• Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.</li> <li>• The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.</li> </ul>
<b>On Site Health and Safety Training &amp; Induction</b>	<ul style="list-style-type: none"> <li>• The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health &amp; safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health &amp; safety file.</li> <li>• The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health &amp; safety file. The above should also cover all sub-contractors that are onsite.</li> <li>• All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.</li> </ul>
<b>General Record Keeping</b>	<ul style="list-style-type: none"> <li>• The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85 of 1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents / accidents, training, inspections; audits, etc. are kept in a health &amp; safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own health &amp; safety file, maintains the file and makes it available on request.</li> </ul>
<b>Health &amp; Safety Audits, Monitoring and reporting</b>	<ul style="list-style-type: none"> <li>• The Client or its duly appointed Agent shall conduct monthly health &amp; safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings</li> </ul>



	and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
<b>Emergency Procedures</b>	<ul style="list-style-type: none"> <li>The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:               <ol style="list-style-type: none"> <li>1. List of key competent personnel;</li> <li>2. Details of emergency services;</li> <li>3. Actions or steps to be taken in the event of the specific types of emergencies; and</li> <li>4. Information on hazardous material / situations.</li> </ol> </li> </ul>
<b>First Aid Boxes and First Aid Equipment</b>	<ul style="list-style-type: none"> <li>The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.</li> </ul>
<b>Accident / Incident Reporting and Investigation</b>	<ul style="list-style-type: none"> <li>Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents / accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.</li> </ul>
<b>Hazards and Potential Situations</b>	<ul style="list-style-type: none"> <li>The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.</li> <li>Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.</li> </ul>
<b>Personal Protective Equipment (PPE) and Clothing</b>	<ul style="list-style-type: none"> <li>The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with:               <ol style="list-style-type: none"> <li>1. Lost or stolen PPE;</li> <li>2. Worn out or damaged PPE replacement; and</li> <li>3. Employees not utilising PPE as required</li> </ol> </li> <li>The above procedure applies to Principal Contractors and their appointed Sub-Contractors, as they are all employers in their own right.</li> </ul>
<b>Speed Restrictions and Protections</b>	<p>Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.</p> <ol style="list-style-type: none"> <li>1) Vehicle movement routes on site must be clearly indicated where applicable.</li> </ol>



	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
<b>Hazardous Chemical Substances (HCS)</b>	<ol style="list-style-type: none"> <li>1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.</li> <li>2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.</li> </ol>
<b>Fire Extinguishers and Fire Fighting Equipment</b>	<ol style="list-style-type: none"> <li>1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary firefighting equipment located at strategic points on site, specific for the classes of fire likely to occur.</li> <li>2) The appropriate notices and signs must be allowed for and be erected as required.</li> <li>3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent.</li> </ol>
<b>Ladders and Ladder Work</b>	<ol style="list-style-type: none"> <li>1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.</li> <li>2) Records of inspections must be kept in a register on site.</li> </ol>
<b>General Machinery</b>	To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003.
<b>Portable Electrical Tools and Hand Tools</b>	<ol style="list-style-type: none"> <li>1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.</li> <li>2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file.</li> <li>3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools: <ul style="list-style-type: none"> <li>✓ That a "Competent Person" undertakes routine inspections and records are kept on site.</li> <li>✓ That only authorized trained persons use the tools.</li> <li>✓ That safe working procedures apply.</li> <li>✓ That PPE is provided and used.</li> </ul> </li> </ol>
<b>Adequate Lighting</b>	All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
<b>Transportation of Workers</b>	<ol style="list-style-type: none"> <li>1) In addition to CR 23 the following will apply; The Principal Contractor and Sub-Contractors shall not: <ul style="list-style-type: none"> <li>✓ Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.</li> <li>✓ Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.</li> <li>✓ Permit workers to stand or sit on the edge of the transporting vehicle.</li> <li>✓ Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers.</li> <li>✓ No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.</li> </ul> </li> </ol>

	<ol style="list-style-type: none"> <li>2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.</li> <li>3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.</li> <li>4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.</li> <li>5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice.</li> </ol> <p>In the event that Earth Moving Machinery is present on site the following must be adhered to:</p> <ul style="list-style-type: none"> <li>• Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.</li> <li>• Right of way must be afforded to earth moving machinery at all times.</li> <li>• Vehicles must only be permitted to park, where possible, in designated areas.</li> </ul>
<b>Occupational Hygiene</b>	<ol style="list-style-type: none"> <li>1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.</li> <li>2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents.</li> <li>3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.</li> </ol>
<b>Environmental Management</b>	<ul style="list-style-type: none"> <li>• The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act (<b><i>National Environmental Management Act No. 107 of 1998</i></b>).</li> <li>• The Principal Contractor must develop a waste management plan, implement and maintained it onsite</li> <li>• Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff</li> <li>• Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment</li> <li>• Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.</li> <li>• The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.</li> <li>• Plans to deal with spillages must be in place and maintained.</li> <li>• No waste materials (liquid or solid) may be disposed of in drains.</li> <li>• No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.</li> </ul>
<b>Alcohol and other Drugs</b>	<ul style="list-style-type: none"> <li>• No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor</li> <li>• No person may be under the influence of alcohol or any other drugs while on the construction site.</li> </ul>

	<ul style="list-style-type: none"> <li>• Any person on the construction site who is on prescription drugs must inform his / her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.</li> <li>• Any person on the construction site who is suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.</li> <li>• Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.</li> </ul>
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## Annexure C

### T2.16 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	Northdene Hotel, Queensburgh: Installation of Burglar Guards – EThekweni District		
Bid no:		WIMS no:	072283

#### INTRODUCTION

In terms of *Construction Regulation 7(1) (a)* of the *Construction Regulations of February 2014* a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the *Occupational Health and Safety Act, Act 85 of 1993* and the *Construction Regulations of February 2014*. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

#### DECLARATION

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification attached in the tender document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction work under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
4. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety, Health and Environmental Plan has been approved in writing by the Client.
5. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification
  - b) Approved Construction Safety, Health and Environmental Plan
  - c) Occupational Health and Safety Act, Act 85 of 1993,
  - d) Construction Regulations of February 2014, and
  - e) COVID-19 Regulations 2020.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulations 2014, and accept that my tender will be rejected.

Duly Signed at..... on this the..... day of.....202.....

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Name of Enterprise

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature of authorised representative of Bidder

## Annexure D

### Baseline Risk Assessment

**Northdene Hotel, Queensburgh: Installation of Burglar Guards – EThekweni Region**

**PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE:**

Main Activity	Sub Activity	Safety Risk	Health Risk	Environmental Risk	Public Safety Risk	Control Measures	Responsible Person
Site Establishment	Water & Electricity services provision (i.e. electricity connections, etc.).	Electrocution, multi body burns, struck by tools; etc.	Dust exposure, body fatigue, back strains, exposure to extreme temperature, etc.	Land Pollution from poor housekeeping	Electrocution, exposure to dust, etc.	SWP, Training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
	Temporal barricading of active construction areas.	Physical injuries (i.e. cuts, abrasion, etc.) from being struck by tools; falls from trips, etc.	Back strain; Heat exhaustion; exposed to intermittent noise levels; Dust inhalation; etc.	Littering from poor housekeeping	Physical injuries from tripping hazard; etc.	SWP, Training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
	Establishment & placement of site office & Construction Facilities (i.e. toilets, changing areas, eating area, etc.) on site.	Physical injuries (i.e. cuts, abrasion, etc.) from being struck by tools; falls from trips, etc.	Back strain; Heat exhaustion; exposed to intermittent noise levels; Dust inhalation; etc.	Littering from poor housekeeping	Physical injuries from tripping hazard; etc.	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
	Vehicles entering & exiting a construction site	Death or physical injuries from vehicles colliding with other vehicles, employees knocked / run-over by construction vehicles; etc.	Respiratory conditions from inhaling dusts generated the passing of vehicles in a gravel driveway, etc.	Land pollution from petrol and oil leaks & spillages from construction vehicles.	Intermittent noise levels & dust inhalation; etc.	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
	Moving and stacking of materials	Physical injuries from tripping; struck or bumped by or against any construction materials; etc.	Back strain; Heat exhaustion; exposed to intermittent noise levels; Dust inhalation; etc.	Land pollution (from poor housekeeping)	none	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor

Main Activity	Sub Activity	Safety Risk	Health Risk	Environmental Risk	Public Safety Risk	Control Measures	Responsible Person
SUPPLY AND INSTALL STEEL POWDER COATED GALVANISED EXPANDABLE SECURITY GATE	Positioning of New steel powder coated galvanised T700 expandable security gate	Trips & Falls; Cuts; Finger & Hand Injuries; Struck by falling equipment; Bruises; Abrasion; etc.	Hand injuries; Muscular strains; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Trainings; SWP; Use safe Tools; PPE; Close Supervision; Wear Safety Harnesses; etc.	Contractor
	Supply and Install new steel powder coated galvanised T700 expandable security gate	Cuts; Abrasion; Striking against area; Hand injuries; Trips & Fall; etc.	Back strain; heat exhaustion; Dust Inhalation; etc.	Littering due to poor housekeeping	None	SWP, Training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
SUPPLY AND INSTALL STEEL POWDER COATED EXPANDABLE WINDOW	Removal of damaged existing windows	Trips & Falls; Cuts; Finger & Hand Injuries; Struck by falling equipment; Bruises; Abrasion; etc.	Hand injuries; Muscular strains; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Trainings; SWP; Use safe Tools; PPE; Close Supervision; Wear Safety Harnesses; etc.	Contractor
	Positioning of steel powder coated expandable window	Trips & Falls; Cuts; Finger & Hand Injuries; Struck by falling equipment; Bruises; Abrasion; etc.	Hand injuries; Muscular strains; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Trainings; SWP; Use safe Tools; PPE; Close Supervision; Wear Safety Harnesses; etc.	Contractor
	Supply and Install new Positioning of steel powder coated expandable windows	Cuts; Abrasion; Striking against area; Hand injuries; Trips & Fall; etc.	Back strain; heat exhaustion; Dust Inhalation; etc.	Littering due to poor housekeeping	None	SWP, Training, Wear necessary PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
CONSTRUCTION WASTE REMOVAL	Construction Waste / Rubble removal	Physical Injuries; Struck by Waste Truck; Waste Removal Truck colliding with other vehicles & People; etc.	Back strain; Heat exhaustion; Bruising; Cuts; Abrasions; Death; etc.	Littering due to waste spillage from the Waste Truck	Noise; Dust; Collisions; Death	SWP; Training; Wear necessary PPE; Good Housekeeping Practises; Supervision; etc.	Contractor

Coronavirus (COVID-19) risk assessment						
Activity	Risk to safety	Risk to Health	Risk to Environment	Risk to Public Safety	Control Measures	Responsible Person
Undetected infected person entering site	-	Inhaling COVID-19; Sore throat; Breathing difficulty; Fever; Fatigue; Death; etc.	COVID-19 Infected person spitting on surrounding area; etc.	COVID-19 Infected person sneezing on other persons visiting the site; etc.	Training employees on COVID-19; Wear required PPE; Testing / screening of persons entering the site; Working home policy; Workplace COVID-19 Risk Assessment; COVID-19 Safety induction & Toolbox Talk trainings; Post awareness posters; Maintain social distancing; etc.	COVID-19 Compliance Officer / Contractor
Using COVID-19 contaminated tools	-	Inhaling COVID-19; Sore throat; Breathing difficulty; Fever; Fatigue; Death; etc.	COVID-19 Infected person spitting on surrounding area; etc.	COVID-19 Infected person sneezing on other persons visiting the site; etc.	Training employees on COVID-19; Wear required PPE; Testing / screening of persons entering the site; Working home policy; Workplace COVID-19 Risk Assessment; COVID-19 Safety induction & Toolbox Talk trainings; Post awareness posters; Maintain social distancing; etc.	COVID-19 Compliance Officer / Contractor
Working on contaminated surfaces	-	Inhaling COVID-19; Sore throat; Breathing difficulty; Fever; Fatigue; Death; etc.	COVID-19 Infected person spitting on surrounding area; etc.	COVID-19 Infected person sneezing on other persons visiting the site; etc.	Training employees on COVID-19; Wear required PPE; Testing / screening of persons entering the site; Working home policy; Workplace COVID-19 Risk Assessment; COVID-19 Safety induction & Toolbox Talk trainings; Post awareness posters; Maintain social distancing; etc.	COVID-19 Compliance Officer / Contractor



Northdene Hotel, Queensburgh: Installation of Burglar Guards – EThekweni Region				
Onsite General Construction Activities				
Activity	Safety Risk	Health Risk	Environmental Risk	Public Safety Risk
Drilling	Entanglement, struck by flying objects, electricity, hazardous substance dust, noise, etc.	Electrocution, dust inhalation, noise induced hearing loss, muscle strain, foreign objects in eyes, etc.	Contamination of natural resources (spillages), etc.	dust, noise
Grinding	Electrocution, entanglement, tripping hazards, struck by flying materials, etc.	Noise induced hearing loss, cuts, loss of limbs, electrocution, etc.	None	Noise, dust etc.
Loading and unloading by hand	Bumping against edges, Hands caught between, Sharp edges, muscle strain, etc.	Back strain, exhaustion, bruising, hand injuries, etc.	None	None
Ladder use	Incorrect positioning, overreach, Overhead hazards, dropping of tools from ladder, Falls, etc.	Broken bones, death, electrocution, etc.	None	None
Extension cords	Electricity, tripping hazards, etc.	Electrocution, fractures etc.	None	None
Hand tools	Tripping, struck by, bumping against, abrasions, sharp edges, caught between surfaces, flying metal particles etc.	Cuts, Bruising, Foreign material in eyes, etc.	None	None

**Note:**

CR 7 (8) A contractor must ensure that **all his or her employees** have a **valid medical certificate of fitness** specific to the construction work to be performed, and issued by an **Occupational Health Practitioner in the form of Annexure 3**.



## **T2.34 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2**

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

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

### **1. General Conditions**

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

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

Where;

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Roof coverings	100 %
Metal work	100 %
Plumbing	100 %

**3. Does any portion of the services, works or goods offered have any imported content?**

Yes ☐ No ☐ (Tick applicable box)

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

<u>Currency</u>	<u>Rates of exchange</u>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY**

**IN RESPECT OF BID NO.**

**ZNTD04896W**

**ISSUED BY:**

(Procurement Authority / Name of Institution):

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, \_\_\_\_\_ (full names),

do hereby declare, in my capacity as \_\_\_\_\_

of \_\_\_\_\_ (name of bidder entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## T2.35 - Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration, should be between 50% and 60%

### TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality ? out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria
1. Financial Standing	The submission of all financial requirements stipulated in the tender	30 Points	10 Sub-points	Proof of working capital of at least 25% of project value
			10 Sub-points	Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents
			10 Sub-points	Annual/Audited Financial Statement/Management Account/income and Expenditure Statements
			Sub-points	
			Sub-points	
2. Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	25 Points	5 Sub-points	Detailed schedule of resources at all levels
			5 Sub-points	Schedule of years of experience on similar projects
			5 Sub-points	Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years
			5 Sub-points	Demonstrated ability to work on an accelerated programme
			5 Sub-points	Experience in projects that have operational challenges i.e. public interface
			Sub-points	
			Sub-points	
			Sub-points	
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. In all other	10 Points	2 Sub-points	Submission of a detailed organogram
			1 Sub-points	All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature
			1 Sub-points	Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.

				2 Sub-points	Detailed CV of each team member (Category) and Traceable references to be detailed
				2 Sub-points	All key project resources are dedicated full time for the duration of the project including proof of UIF contributions
				2 Sub-points	Tenderer to demonstrate key/resource deployment over the various work package
				Sub-points	
				Sub-points	
4.	Tenderers ability to provide a Letter of Intent for the provision of a guarantee	Original letter of intent on a bank's letterhead.	5 Points	5 Sub-points	Letter from a registered financial institution confirming intention to issue a provision of a guarantee
				Sub-points	
				Sub-points	
5.	Methodology and Approach	Detailed method statement and programme to be submitted.	20 Points	3 Sub-points	Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.
				5 Sub-points	Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)
				1 Sub-points	Material storage, handling and distribution
				3 Sub-points	Productivity, programming, resource investment, progress tracking, corrective action plans, etc.
				3 Sub-points	Programme and progress reporting, including tracking of long lead procurement items
				1 Sub-points	OHS Management, compliance and reporting
				1 Sub-points	Site documentation control, filing and archiving
				1 Sub-points	Queries and information required approach

				2 Sub-points	Procurement of outsourced resources e.g. sub-contractors
				Sub-points	
				Sub-points	
				Sub-points	
6.	Enterprise Development (Targeting of Youth Owned Contractors)	Contract Participation Goal (CPG) to meet specified Enterprise Development target of 50% (fifty Percent)	10 Points	0 ≤ 5	Tendered CPG less than 50% pro-rata to minimum target
				5	Tendered CPG is 50%
				≥ 5 ≥ 10	Tendered CPG is greater than 50% pro-rata to minimum target

### TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 90 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points

**PART A**  
**INVITATION TO BID - SBD 1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS**

<b>BID NUMBER:</b>	ZNTD04896W	<b>CLOSING DATE:</b>	As Per Tender Advert	<b>CLOSING TIME:</b>	11:00
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**DESCRIPTION** MAYVILLE: SB BORQUIN BUILDING: INSTALLATION OF NEW CARPORT AND PATHWAY ON A BURNT DOWN STRUCTURE

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**DEPARTMENT OF PUBLIC WORKS, SCM GROUND FLOOR HELPDESK, 455A KING CETSHWAYO HIGHWAY, MAYVILLE**

**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					
	<b>TCS PIN:</b>		<b>CSD No:</b>		
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b> (Tick YES or NO)	Yes		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b> (Tick YES or NO)	Yes	
	No			No	
If YES, State the name of the verification agency accredited by SANAS					

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	Yes		NO		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES</b>	YES		NO	
	<b>[IF YES ENCLOSE PROOF]</b>					<b>(IF YES ANSWER PART B:3 BELOW)</b>			
<b>SIGNATURE OF BIDDER</b>					<b>DATE</b>				
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)									
<b>TOTAL NUMBER OF ITEMS OFFERED</b>					<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>				

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS	CONTACT PERSON	Ms P.E Ndlovu
CONTACT PERSON	M KHUMALO	TELEPHONE NUMBER	060 998 7513
TELEPHONE NUMBER	031 203 2244	FACSIMILE NUMBER	031 203 2115
FACSIMILE NUMBER	031 203 2243	E-MAIL ADDRESS	philisiwe.ndlovu@kznworks.gov.za
E-MAIL ADDRESS	matu.khumalo@kznworks.gov.za		

PART B				
TERMS AND CONDITIONS FOR BIDDING - SBD 1				
<b>1. BID SUBMISSION:</b>				
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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.				
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.				
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
<b>2. TAX COMPLIANCE REQUIREMENTS</b>				
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 <u>APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</u>				
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.				
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.				
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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.				



**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS**



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**BILLS OF QUANTITIES**

with GCC for Construction Works - Second Edition 2010

**CONTRACTUAL SECTION  
ONE VOLUME APPROACH**

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE :  
NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS**

**Project Leader**

Department of Public Works  
Private Bag x 54336  
Mayville  
Durban  
4091  
Tel Number : (031) 203 2260  
Tel Fax : (031 ) 203 2115  
thandeka.xaba@kznworks.gov.za

**Region**

Regional Manager  
KZN: Department of Public Works  
Private bag X 54336  
Durban  
4091  
Tel Number : (031) 203 2260  
Tel Fax : (031 ) 203 2115  
thandeka.xaba@kznworks.gov.za

**Employer:**

Head: Public Works  
KZN Department of Transport  
Private Bag x 54336  
**MAYVILLE**  
4091  
Tel Number : (031) 203 2260  
Fax Number : (031) 203 2115

**Bid Number: ZNTD04896W**  
**CIDB Grading: 2GB**  
**ECDP Number: N/A**

**WIMS No: 072283**  
**Document Date: As Per Tender Advert**

**Contracting Party:** \_\_\_\_\_  
**CIDB Registration number:** \_\_\_\_\_  
**Central Suppliers Database Registration Number:** \_\_\_\_\_

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL  
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## THE BID

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## THE CONTRACT

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### **IMPORTANT NOTICE TO BIDDERS**

Any reference to words Bid or Bidder herein and/or in any other documentation shall be construed to have the same meaning as the words Bid or Bidder. These forms are for internal and external use for the KZN Department of Transport , Provincial Administration of KwaZulu-Natal.

**"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

**No alternative Bids will be accepted.**

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part **only** of the Form of Offer and Acceptance - T2.21

**"Enterprise"** shall mean the legal Bidding Entity or Bidder who, on acceptance of the Offer, would become the **contractor**



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## **THE CONTRACT**



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## **FORM OF OFFER AND ACCEPTANCE**

## FORM OF OFFER AND ACCEPTANCE

Bid No - ZNTD 04896W



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### C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER  
RETURNABLE DOCUMENTS.



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## **C1.2 - CONTRACT DATA**



C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR:	
<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>	
<b>Bid no:</b>	<b>ZNTD04896W</b>
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at <a href="http://www.saice.org.za">www.saice.org.za</a> .
	<b>CONTRACT SPECIFIC DATA</b> The following contract specific data are applicable to this contract:
	<b>CONTRACT VARIABLES</b>  This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the bid documents. Both the pre-tender and post-tender categories form part of this agreement.  Spaces requiring information must be filled in, shown as 'not applicable' or deleted but <u>not left blank</u> . Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets. <b>The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.</b>
<b>Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:</b>	
<b>PRE-TENDER INFORMATION</b>	
<b>CONTRACTING AND OTHER PARTIES</b>	
[1.1.1.15]	<b>Employer:</b> <b>Regional Director (KZN Department of Public Works)</b> <b>Postal address:</b> <b>Private Bag x 54336</b> <b>MAYVILLE</b> <b>4091</b> <b>Tel: '031 203 2115</b> <b>Fax: '031 203 3800</b>
[1.2.1.2]	<b>Physical address:</b> <b>455A King Cetshwayo Highway</b> <b>MAYVILLE</b> <b>4091</b>
[1.1.1.16]	<b>Employers Agent 1</b> <b>Ms. T. F. Xaba</b> <b>Agent's service:</b> <b>Project Leader</b> <b>Postal address:</b> <b>Private Bag x 54336</b> <b>Mayville</b> <b>4091</b> <b>Tel: '031 203 2260</b> <b>Fax: '031 203 2115</b>
	<b>Employers Agent 2</b> <b>[Agents Name]</b> <b>Agent's service:</b> <b>[Identify Agent's Service, eg. Engineer]</b> <b>Postal address:</b> <b>[P.O. Box number]</b> <b>[Name of town]</b> <b>[Code]</b> <b>Tel: [Tel Number including Area Code]</b> <b>Fax: [Fax Number including Area Code]</b>

Bid no: ZNTD04896W	
<b>Employers Agent 5</b> <b>[Agents Name]</b>  <b>Agent's service:</b> <b>[Identify Agent's Service, eg. Engineer]</b>  Postal address: <b>[P.O. Box number]</b> <b>[Name of town]</b> <b>[Code]</b>  Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b>	
<b>Employers Agent 6</b> <b>[Agents Name]</b>  <b>Agent's service:</b> <b>[Identify Agent's Service, eg. Engineer]</b>  Postal address: <b>[P.O. Box number]</b> <b>[Name of town]</b> <b>[Code]</b>  Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b>	
<b>Employers Agent 7</b> <b>[Agents Name]</b>  <b>Agent's service:</b> <b>[Identify Agent's Service, eg. Engineer]</b>  Postal address: <b>[P.O. Box number]</b> <b>[Name of town]</b> <b>[Code]</b>  Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b>	
<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>	
[1.1.1.13]	<b>Defects Liability Period</b> The defects liability period is: <b>A time measured from the date of the Certificate of Completion.</b> Defects Liability Period is 3 Months for the whole of the Works
<b>Latent Defect Period</b>	
[5.16.3]	The latent defect period is: <b>5 years after the Final Approval Certificate</b>
<b>Documentation required before Commencement of the Works:</b>	
[5.3.1]	The documentation required before commencement with the Works execution are:
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements 
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: <b>14</b> calendar days

	<b>Non-Working days</b>														
[5.8.1]	Non-Working days Special non- working days	<b>Sundays</b> <b>All Nationally Recognized Public Holidays and the year end break</b>													
[5.8.1]	First Year end break - commences Second Year end break - commences Third Year end break - commences Fourth Year end break - commences	<b>18-Dec-20</b> ends on <b>15-Jan-21</b> <b>N/A</b> ends on <b>N/A</b> <b>N/A</b> ends on <b>N/A</b> <b>N/A</b> ends on <b>N/A</b>													
[3.1.3]	<b>Engineer/Principal Agent to consult with Employer</b>  The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.														
[6.2.1]	<b>Security</b> The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.														
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option														
	<b>Commencement Date</b> Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.														
	The <b>Agreement comes into effect</b> on the date when; The tenderer <b>receives one fully completed original copy of this document</b> , including the Schedule of Deviations (if any)  The agreement ("this document") consists of; 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above.  (See Form of Offer and Acceptance)														
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.														
[5.4.1]	<b>Possession of the site</b> will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <b>fully signed</b> copy of the Form of Offer and Acceptance from the employer.														
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.														
	<b>CONTRACT DETAILS</b>														
[1.1.1.33]	<b>Works</b> description: Refer to document C3 – Scope of Work.														
[1.1.1.30]	<b>Site</b> description: Refer to document C4 – Site Information.														
	Specific options that are applicable to a <b>State</b> organ only Where so :														
[6.10.6.2]	<b>1) Interest rate legislation:</b> <b>(a)</b> in respect of interest owed <b>by</b> the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  <b>(b)</b> in respect of interest owed <b>to</b> the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply  <b>2) Lateral support insurance to be effected by the contractor:</b> <table border="1" data-bbox="1018 1384 1382 1413"><tr><td>Yes</td><td><b>X</b></td><td>No</td></tr></table> <b>3) Payment will be made for materials and goods</b> <table border="1" data-bbox="1018 1429 1382 1458"><tr><td>Yes</td><td><b>X</b></td><td>No</td></tr></table> <b>4) Dispute resolution by litigation</b> <table border="1" data-bbox="1018 1473 1382 1503"><tr><td>Yes</td><td></td><td>No</td><td><b>X</b></td></tr></table> <b>5) Extended defects liability period applicable to the following elements:</b> <table border="1" data-bbox="1018 1518 1382 1547"><tr><td colspan="3"><b>Electrical, Mechanical and Civil work</b></td></tr></table>		Yes	<b>X</b>	No	Yes	<b>X</b>	No	Yes		No	<b>X</b>	<b>Electrical, Mechanical and Civil work</b>		
Yes	<b>X</b>	No													
Yes	<b>X</b>	No													
Yes		No	<b>X</b>												
<b>Electrical, Mechanical and Civil work</b>															
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is:	<b>R0,00</b>													
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: <b>30% of the Contract Price</b>														
[8.6.1.3]	The limit for indemnity for liable insurance is: <table border="1" data-bbox="635 1688 1023 1718"><tr><td><b>Unlimited</b></td></tr></table>		<b>Unlimited</b>												
<b>Unlimited</b>															
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: <table border="1" data-bbox="932 1727 1161 1756"><tr><td><b>33,30%</b></td></tr></table>		<b>33,30%</b>												
<b>33,30%</b>															
[1.1.1.14]	<b>Practical Completion Date</b>  The Practical Completion date is: <b>A time measured from the Commencement date.</b>														
[5.5.1] [5.13.1]	For the <b>works</b> as a whole: The whole of the works shall be completed within: <table border="1" data-bbox="635 1868 1362 1912"><tr><td><b>4 Months</b> (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</td></tr></table> The date for <b>practical completion</b> shall be <table border="1" data-bbox="635 1912 1161 1942"><tr><td><b>To be determined</b></td></tr></table> The penalty per calendar day shall be : <table border="1" data-bbox="635 1942 1161 1953"><tr><td><b>0.04% of the Contract Price, rounded to the nearest R10</b></td></tr></table>		<b>4 Months</b> (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).	<b>To be determined</b>	<b>0.04% of the Contract Price, rounded to the nearest R10</b>										
<b>4 Months</b> (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).															
<b>To be determined</b>															
<b>0.04% of the Contract Price, rounded to the nearest R10</b>															

2013/01/18

	For the works in sections:
	The date for practical completion from the commencement date and the penalty per calendar day:
	Portion 1:
[5.5.1]	4 Calendar Months
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 2:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.
	Maximum retention is: 0.00% of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[6.8.3]	
[5.14.5]	The following clause must be added to clause 5.14.5:
	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: Three
[10.9.1]	Replace the last part of the clause with the following: ".on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.
	Alternative Indices: Not Applicable
	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
	Clause
[1.1]	[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
	[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's ( <a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a> ) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.
	[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.
	CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.
	FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practise among bidders (prior to or after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

	<p>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>
	<p>[1.1.1.16] <b>ENGINEER/PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>Employer</b> and named in the <b>Contract Data</b> as the <b>Engineer /Principal Agent</b> to act as agent of the <b>Employer</b>. In the event of an <b>Engineer/Principal Agent</b> not being appointed, then all the duties and obligations of an <b>Engineer/Principal Agent</b> as detailed in the <b>Contract</b> shall be fulfilled by a representative of the <b>Employer</b> as named in the <b>Contract Data</b>. (Hereafter referred to as <b>Engineer</b>)</p> <p>[1.1.1.21] <b>GENERAL ITEMS</b> - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
	<p>[4.4.1] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</p>
	<p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of <b>Guarantee</b> under "GUARANTEE OPTIONS".</p>
	<p>[6.10.6.2] Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>
[5.12.3]	<p><b>SPECIAL CONDITIONS OF CONTRACT</b> Omit clause 5.12.3 and add the following: "5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia; 5.12.3.1 Failure to give possession of the site to the contractor. 5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk. 5.12.3.3 Contract instructions not occasioned by default by the contractor. 5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor. 5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met. 5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent. 5.12.3.7 Insolvency of a nominated subcontractor. 5.12.3.8 A direct contractor. 5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents. 5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate. 5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible. 5.12.3.12 Suspension of the works."</p>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	<p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>
[6.2.2]	<p>Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</p>
[6.2.3]	<p>Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance</p>
[9.3.2.2]	<p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property." Duties and functions of the <b>Engineer</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as follows: (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. Omit "Engineer" in clause 42.2 and (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the <b>Employer</b>. (c) Insurance policies to be approved by the <b>Employer</b> within 21 days of the date of the <b>Commencement</b> of the Works. (d) Any notice of disagreement raised by the <b>Contractor</b> or written Dispute Notice given by the <b>Contractor</b> to the <b>Engineer</b> shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the <b>Engineer</b>, to the <b>Employer</b> for final approval and signature. The certificates shall not be considered as officially issued until signed by the</p>



#### MANAGING PROJECT DURATION

- (a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.
- (b) Activity and total float shall belong to the Employer.
- (c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.

The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

#### INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE

- (a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.
- (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
- The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
  - The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

- The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
- No claims for stoppages less than 2(two) hours per day shall be considered.
- Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
- All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
- The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
- Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
- Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.

- Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rata to the actual Working Days.

- The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
Estimated Extension of time - in working days							2

8 hrs/day\*

See point 5.2 In the Scope of Works for the specific days the bidder must allow for in this contract.

Bid no: ZNTD04896W

#### Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:

##### POST-TENDER INFORMATION

Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

##### 1 CONTRACT DETAILS

[1.1.1.9]

Contractor Name: \_\_\_\_\_

[1.2.1.2]

Postal address: \_\_\_\_\_

Tel no \_\_\_\_\_

Fax no \_\_\_\_\_

Tax / VAT Registration No: \_\_\_\_\_

e-mail \_\_\_\_\_

Physical address: \_\_\_\_\_

[1.1.1.10]

The accepted contract price inclusive of tax is R :

[Amount in words]

##### Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

The preliminaries amounts shall be paid in terms of:

*Alternative A	Yes
**Alternative B	N/A

\* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

\*\* Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows:

10% of the General Items/Preliminaries amount shall not be varied

15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum

75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

Alternative A

**Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the Initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the Initial Construction Period

**Sectional Completion : Subdivision of Preliminaries Costs**

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

or

YES ☐ yes / no

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

NO ☐ yes / no

**The contractor is informed that only option 'A' shall apply**

**2 DOCUMENTS**

Contract documents marked and annexed hereto:

Priced Bills of Quantities:

Yes ☐

No ☐

Lump Sum document: :

Yes ☐

No ☐

Guarantee Options:

Not applicable

**2.2 DESIGN BRIEF**

Not applicable

☐

YES or NO

**2.3 DRAWINGS**

☐

YES or NO

See list of drawings/Annexure's attached to this document.

☐

YES or NO

**2.4 DESIGN PROCEDURES**

☐

YES or NO

Not applicable

Contract drawings:

Yes ☐

No ☐

Other documents:

Waiver of the Contractors lien or right of continuing possession is required.

YES ☐

## GUARANTEE OPTIONS

The Bidder agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

**Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

(a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contract value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Bidder offers to provide security as indicated below: select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

**NOTE:** Where the Bidder has not selected one of the guarantee options above, the default option will be as if the Bidder has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

### 3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the **Employer** who by signature hereof

Capacity of signatory

as Witness.

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the **Contractor** who by signature hereof

Capacity of signatory

as Witness.





**public works**

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE  
HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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### **C1.3 - FORM OF GUARANTEE**



**public works**

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

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: INSTALLATION OF BURGLAR GUARDS**

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## **PART C2 - PRICING DATA**



**public works**

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

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**C2.2 - Preliminaries for GCC for Construction works - 2nd Edition  
2010**



**public works**

Department:  
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HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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## **PART C2.3 BILL OF QUANTITIES**



NAME OF INSTITUTION:  
SERVICE DESCRIPTION:

NORTHDENE HOSTEL  
INSTALLATION OF BURGLAR GUARDS

WIMS NO:

072283

Bill 1:

PRELIMINARIES AND GENERAL

Item no.	Description	Unit	Qty	Rate	Amount
	<b>NOTE:</b> <b>Before pricing the document, the locality of the project must be taken into consideration including access and access roads to the project site</b>				
1	Occupational Health and Safety Act No 58 of 1993. Tenders are allowed to allow for cost in providing a construction phase Safety , Health and Environment.	Item			
2	Allow for Labour Personal Protective Equipment (PPE's), Safe site barricading and other safety requirements measures on site.	Item			
	<b><u>PLANT &amp; EQUIPMENT</u></b>				
3	Supply of Plant and Equipment including scaffolding as necessary.	Item			
	<b><u>PORTABLE TOILET AND STOREROOM:</u></b>				
4	Supply and Maintenance of one (1) flushable portable toilet on site for the duration of the contract.	No.			
5	Supply and Maintenance of one (1) Storeroom on site for the duration of the contract.	No			
	<b><u>WATER FOR THE WORKS</u></b>				
6	The contractor shall provide all water that is necessary for the completion of the Works at his/her own expense and shall not use any water from the institution or provincial building for the duration of the contract.	Item			
	The contractor will make his/her own arrangements to provide water tanks, containers, drums, water carts, etc. as deemed necessary to satisfactorily complete the scope of work.				
	Note: The water must be clean and suitable for building works.				
<b>Total Carried Forward to Page 4 of 4</b>					



NAME OF INSTITUTION:  
SERVICE DESCRIPTION:

NORTHDENE HOSTEL  
INSTALLATION OF BURGLAR GUARDS

WIMS NO:  
Bill 1:

072283  
PRELIMINARIES AND GENERAL

Item no.	Description	Unit	Qty	Rate	Amount
	Total Brought Forward from Page 1 of 4 R				
	<b><u>WATER FOR THE WORKS (CONTINUED)</u></b>				
	A Provincial Building or Institution shall mean any building owned by the Administration and any Board, Committee or Council, for which the Department undertakes work of any kind for which this contract is entered into.				
	<b><u>ELECTRICAL LIGHTING AND POWER:</u></b>				
7	The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of any portion of the Works, and provide electric power for any purpose required in connection with the Works, including for all electric light and power required by all Sub-Contractors and nominated Sub-Contractors.	Item			
	The Contractor shall give all notices and pay all fees in connection with temporary electrical connections and pay for all current consumed.				
	<b><u>LEAVE PERFECT:</u></b>				
8	Allow for cleaning all glass, accumulated rubble, building material, etc. washing all floors and leaving the whole of the works and grounds in a thoroughly clean and perfect state fit for occupation at the completion of the Contract. Care must be taken not to use any cleaning materials which are likely to cause damage to the finished surface.	Item			
Total Carried Forward to Summary Page 4 of 4					

NAME OF INSTITUTION:  
SERVICE DESCRIPTION:  
WIMS NO:

NORTHEDENE HOSTEL  
INSTALLATION OF BUGLAR GUARDS  
072283



Bill 2: METAL WORK

Item no.	Description	Unit	Qty	Rate	Amount
	<p><u>Note</u> please note that these items are designated for local content(100% local content)</p> <p><u>Supply and install 40x40mm square tubing steel powder coated galvanized with 20x5mm thick flat bar diagonal and 20x10mm thick vertically spaced of 100mm apart. (T700 expandable Security gate with one keypoint and three locks) trellidor or other approved(100% local content)</u></p>				
1.					
1.1.	Gate size 813 x 2032mm	no.	28		
1.2	Gate size 1626 x 2032mm	no.	6		
2.	<p><u>Supply and install 50x50mm square tubing steel powder coated galvanized with 20x5mm thick flat bar diagonal and 20x10mm vertically spaced of 100mm apart trellidor or other approved.( 100% local content)</u></p>				
2.1	back windows 0.5x0.7m	no.	28		
2.2	Front windows 0.5x0.7m	no.	28		
2.3	Bathroom windows 0.2x0.3m	no.	28		
Total Carried Forward to Summary Page 4 of 4					

NAME OF INSTITUTION:  
SERVICE DESCRIPTION:  
WIMS NO:

NORTHDENE HOSTEL  
INSTALLATION OF BURGLAR GUARDS  
072283

**FINAL SUMMARY**

Bill No.	DESCRIPTION	PAGE NO.	AMOUNT
	<b><u>FINAL SUMMARY</u></b>		
	Total brought forward from the following :		
<b>BILL 1</b>	<b>PRELIMINARIES AND GENERAL</b>	Page 2 of 4	
<b>BILL 2</b>	<b>METAL WORK</b>	Page 3 of 4	
	<b><u>NOTE:</u></b> 1. Unit prices to include labour, material and transport, etc. 2. Leave site neat and tidy and make good to disturbed work in respect of every trade. 3. The Contractor to ensure that the Health and Safety Regulations are carried out at all times until the completion of the service. 4. Items are re-measurable on completion and priced units will be adjusted accordingly  <b><u>Please note that bill no2 is 100% local content</u></b>		
<b>Sub-total</b>			R
<b>15% Vat</b>			R
<b>TOTAL AMOUNT</b>			R











**public works**

Department:  
Public Works  
**PROVINCE OF KWAZULU-NATAL**

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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE  
HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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## **PART C3. SCOPE OF WORKS**

**C3.1 SCOPE OF WORKS**  
**GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)**

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

**Project title:** Northdene Hostel: Installation of burglar guards and burglar gates

**Bid no:** ZNTD 04894 W **Project Code:** 072283

**SECTION 1**

**1 EXTENT OF THE WORKS**

**1.1 EMPLOYERS OBJECTIVES**

Installation of burglar guards and security gates at Northdene hostel

**1.2 OVERVIEW OF THE WORKS**

Installation of burglar guards and security gates

**1.3 EXTENT OF THE WORKS**

Supply and fit Security gates and expanded metal burglar guards in windows

**1.4 LOCATION OF THE WORKS**

The location of the project is at Natalia road Northdene Pinetown 3610 contact details 031 469 8900

**1.5 TEMPORARY WORKS**

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)

**2 ENGINEERING**

**2.1 EMPLOYER'S DESIGN**

Not applicable

**2.2 DESIGN BRIEF**

Not applicable

**2.3 DRAWINGS**

Not applicable

2.4	<p><b>DESIGN PROCEDURES</b></p> <p>Not applicable</p>
3	<p><b><u>PROCUREMENT</u></b></p>
3.1	<p><b>PREFERENTIAL PROCUREMENT PROCEDURES</b></p> <p>This bid will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Bidders are referred to <a href="http://www.kzntreasury.gov.za">www.kzntreasury.gov.za</a> for access to the relevant documents.</p> <p>Bidders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of bids appeals and other matters.</p>
3.2	<p><b>RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</b></p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p>
3.3	<p><b>SCOPE OF MANDATORY SUBCONTRACT WORK</b></p> <p>Not applicable</p>
3.4	<p><b>PREFERRED SUBCONTRACTORS/SUPPLIERS</b></p> <p>Not applicable</p>
3.5	<p><b>SUBCONTRACTING PROCEDURES</b></p> <p>Not applicable</p>
4	<p><b><u>CONSTRUCTION</u></b></p>
4.1	<p><b>APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS</b></p> <p>The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.</p> <p>Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.</p> <p>Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.</p> <p>The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.</p> <p>The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these bid documents.</p> <p>Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.</p>

4.2	<b>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</b>  See above 4.1												
4.3	<b>PARTICULAR / GENERIC SPECIFICATIONS</b>  The Contractor is referred to the following documents whether attached to this document or not: <table border="0"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td><td>HIV1 TO HIV3</td></tr> <tr> <td>Specific Construction, Safety, Health and Environmental Plan</td><td></td></tr> <tr> <td>Standard Preambles for all Trades (Rev 3) - DOH 2009</td><td>1 to 95</td></tr> <tr> <td>General Electrical Specification</td><td>E/1 to E/20</td></tr> <tr> <td>Lightning Protection Installation</td><td>LP/1 to LP/6</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
<u>SPECIFICATION</u>	<u>PAGES</u>												
Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3												
Specific Construction, Safety, Health and Environmental Plan													
Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95												
General Electrical Specification	E/1 to E/20												
Lightning Protection Installation	LP/1 to LP/6												
4.4	<b>CERTIFICATION BY RECOGNIZED BODIES</b>  Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.												
4.5	<b>AGRÉMENT CERTIFICATES</b>  Not applicable												
4.6	<b>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</b>  Not applicable												
4.7	<b>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</b>  Not applicable												
4.8	<b>OTHER SERVICES AND FACILITIES</b>  The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.												
5	<b><u>MANAGEMENT</u></b>												
5.1	<b>APPLICABLE SANS 1921 STANDARDS</b>  Bidders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT												
5.2	<b>RECORDING OF WEATHER</b>  The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.												

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days		3	3
February	w/days		3	3
March	w/days		3	3
April	w/days		3	3
May	w/days		3	3
June	w/days		3	3
July	w/days		3	
August	w/days		3	
September	w/days		3	
October	w/days		3	
November	w/days		3	
December	w/days	3	3	

### 5.3 MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.

In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.

Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

### 5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

### 5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

### 5.6 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

### 5.7 BONDS AND GUARANTEES

The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

### 5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

## C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.



## **5 Requirements**

### **5.1 General requirement**

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

***The provisions of 5.1 c) and d) do not apply to this contract.***

### **5.2 HIV awareness programme**

#### **5.2.1** The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**

**5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

**5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

### 5,3 Reporting

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note:** In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the programme.*

## C3.3 - HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

072283

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).

## Revision 5

[illegible]

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

**For Contractor:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Employer's representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**public works**

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Public Works  
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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE  
HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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**PART C4. SITE INFORMATION**

**C4.1 SITE INFORMATION**  
**GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)**

<b>Project title:</b>	<b>KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS</b>		
<b>Bid No.</b>	<b>ZNTD04896W</b>	<b>Project Code:</b>	<b>"072283</b>

**C4.1 Site Information**

<b>C4.1</b>	<b>GENERAL</b>
(a)	Installation of new carport and pathway on a burnt down structure in COGTA Mayville Building
(b)	N/A
(c)	The project is located at Mayville SB Borquin Building
<b>C4.2</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>
(a)	There is no geotechnical investigation report required

**Project Employment Data Management and Reporting Requirements – to be included in the tender documents for the Department of Public Works**

**NB: All information, documents and files stated herein must be available for Auditor**

No.	Information / Document	Comments
<b>1</b>	<b>Monthly Reports</b>	
1.1	<p>Monthly reports to be submitted in the specified <b>Employment Data Collection Form</b></p> <ul style="list-style-type: none"> <li>This is a monthly schedule where monthly attendance, training and other aspects of participants (labourers) is summarised. The Employment Data Collection Form must provide credible data that corresponds with the Payroll Register and Proof of payment.</li> </ul>	
1.2	<p><b>Payroll Register</b></p> <ul style="list-style-type: none"> <li>Which is a list of each participant (labourer) who was paid for each month and which would include the amount of the wage paid.</li> </ul>	
1.3	<p><b>Proof of payment</b></p> <ul style="list-style-type: none"> <li>Which is a download from the payment system or a bank statement reflecting all participants paid and the amounts paid</li> </ul>	
1.4	<p><b>Payment Register/Pay sheet signed by workers</b></p> <ul style="list-style-type: none"> <li>Where proof of payment is not available, a payment register must be submitted. This is a schedule where participants sign as an acknowledgement of receipt of wages for the number of days worked at a stipulated daily rate.</li> </ul>	
1.5	<p><b>ID size photos</b></p> <ul style="list-style-type: none"> <li>Every participant must have an ID size photo taken within the first month of employment and photo to be supplied to the Department.</li> </ul>	



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

No.	Information / Document	Comments
<b>2</b>	<b>Records to be filed and updated monthly on site</b>	
2.1	Identity Document (ID) copies <ul style="list-style-type: none"> <li>• Every new (at the beginning of employment) participant to provide a certified South African ID copy that is not older than 3 months</li> </ul>	
2.2	Daily attendance register showing full name and gender (To correspond with Proof of payment and payroll register and monthly report in the Data Collection Form)	
2.3	Employment Contracts indicating date signed by both the employer and the employee and witnesses if applicable	
2.4	Payslips for all payments made to participants indicating the number of days worked	
2.5	Document where beneficiaries completed / provided their bank account details	
2.6	Completed Beneficiary/participants list-simplified form	
2.7	Project coordinates	
2.8	Project progress report	
<b>3</b>	<b>Training</b>	
3.1	Training attendance registers for ALL training attended by participants  Number of training days and Training should be reported as follows; <ol style="list-style-type: none"> <li>1. Number of people trained</li> <li>2. Number of people that received accredited training</li> <li>3. Number of people that received non-accredited training</li> <li>4. Profile of the participants (Women, Disabled, Youth)</li> <li>5. Percentage of participants who worked on the project after receiving training.</li> </ol>	As and when training is provided
<b>4</b>	<b>UIF</b>	
4.1	Evidence to confirm that UIF for participants has been paid for the employment duration	





No.	Information / Document	Comments
<b>5</b>	<b>COIDA</b>	
	<p>Evidence that the participants of the project are included in the Employers monthly provisions for COIDA.</p> <ul style="list-style-type: none"><li>• Evidence that the Employer paid the relevant contributions as required by the Compensation Commissioner.</li></ul>	



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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE  
HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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## **PART C5 - ANNEXURES**

<p align="center"><b>C5.1 - LIST OF ANNEXURES</b></p>	
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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE :  
NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS**

<b>Bid No.:</b>	<b>ZNTD04896W</b>	<b>WIMS NO</b>	<b>"072283</b>
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**(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)**

The following drawings/annexure's shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

<u>DRAWING NO</u>	<u>DESCRIPTION</u>

<u>DRAWING NO</u>	<u>DESCRIPTION</u>

[illegible]

<b><u>ANNEXURES</u></b>	
Annexure 1	Model Preambles for Trades 2008
Annexure 5	Joint Venture Agreement
Annexure 9	Builders Lien Agreement
Annexure 11	EPWP Employment Contract



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**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE  
HOSTEL : INSTALLATION OF BURGLAR GUARDS**

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**ANNEXURES**



## **MODEL PREAMBLES FOR TRADES 2008**

*forming part of  
the bills of quantities*

**Project:** KZN:DEPT OF TRANSPORT : ETHEKWINI DISTRICT :

NORTHDENE : NORTHDENE HOSTEL :

INSTALLATION OF BURGLAR GUARDS

**Contract Reference Number:** 072283

# EXPLANATORY NOTES AND INSTRUCTIONS ON THE USE OF THESE MODEL PREAMBLES

## 1. The document

- 1.1 This document is published by and is available from the Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685. Telephone (011) 315 4140. E-mail: [administration@asaqs.co.za](mailto:administration@asaqs.co.za)
- 1.2 The contents of this document are intended to cover workmanship and materials encountered in a significant majority of projects. If a material is not encountered in a significant majority of projects, its preamble will in all likelihood not be included in this document
- 1.3 By its very nature, this document is a "Model" document and one that is designed to act as a basis upon which to build. It is anticipated that it will be supplemented by a "Supplementary Preambles" document included in the text of the bills of quantities that will include, *inter alia*, the following:
  - 1.3.1 supplementary clauses of a general nature that practitioners may deem necessary to cover their own individual requirements,
  - 1.3.2 additional clauses pertaining to specific materials incorporated in a project and not covered by the Model Preambles,
  - 1.3.3 amendments to anything contained in the Model Preambles. A clause has been incorporated in the "General" section of the document stipulating that anything contained in the "Supplementary Preambles" which is at variance to that which is contained in the Model Preambles, will take precedence over the Model Preambles and apply to the works in hand
- 1.4 It is intended that this document will be used by reference only in the text of the bills of quantities and will NOT be bound or reproduced therein

## 2. The basic philosophy

- 2.1 Wherever possible, reference has been made throughout the preambles to South African National Standards (SANS) to describe materials and methods respectively. It is therefore incumbent on the users of these preambles to have ready access to the relevant Specifications and Codes. Where such Specifications or Codes do not exist, suitable preambles have been compiled
- 2.2 These preambles have been designed to assist in abbreviating descriptions in the text of the bills of quantities and practitioners are encouraged to make use of this facility. e.g. The description of a stormwater catchpit would read:

"Brick stormwater catchpit size internally 600 x 400 x 1 200mm deep to invert fitted with and including a 450 x 300mm x 59kg cast iron grating and frame"
- 2.3 Wherever alternatives exist in respect of materials or workmanship, specific choices have been made in these preambles. Should users require different choices to specific items, these should be referred to in the Supplementary Preambles as outlined in clause 1.3

## 3. Additional notes in the use of these Model Preambles

### 3.1 Concrete, Formwork and Reinforcement

The Project Specification embodied in these preambles was compiled in collaboration with the Authors of SANS 1200G, which forms the basis for the Concrete, Formwork and Reinforcement model preambles

Users of these preambles are advised to submit a copy of the Model Preambles to the Engineers involved in a project for their scrutiny. Any amplifications, amendments, etc required by individual Engineers would then be incorporated in the Supplementary Preambles referred to in item 1.3

### 3.2 Roof Coverings

The roof coverings included in these Model Preambles are limited in their content and therefore any roofing material not included in these Preambles will need to have its full preamble included in the Supplementary Preambles

### 3.3 Structural Steelwork

The comments made under item 3.1 apply equally to Structural Steelwork

Note that the protective treatment of the structural steel covers only the treatment up to and including the primer (and patching after erection). The finishing coats of paint must be fully described and included either in the "Structural Steelwork" or in the "Paintwork" trade, as the practitioner wishes

## MODEL PREAMBLES FOR TRADES

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## **A. GENERAL**

### **A.1 APPLICATION OF CLAUSES**

These Model Preambles for Trades, and any Supplementary Preambles, shall be read in conjunction with and shall form part of the descriptions of items in the bills of quantities

Where descriptions or Supplementary Preambles in the bills of quantities differ from these Model Preambles for Trades, the descriptions or Supplementary Preambles in the bills of quantities shall take precedence. Where supplementary preambles differ from descriptions in the bills of quantities, the descriptions in the bills of quantities shall take precedence

Except where otherwise stated, all preambles contained in any individual Trade Preamble shall apply equally to any work of a similar nature in all other trades

### **A.2 ABBREVIATIONS**

The following abbreviations shall apply:

AASHTO	–	American Association of State Highway and Transportation Officials
AISI	–	American Institute of Steel Industries
BS	–	British Standard
CKS	–	Coordinating Specifications issued by the Central Coordinating Committee under the auspices of the South African Bureau of Standards
CSIR	–	Council for Scientific and Industrial Research
SANS	–	South African National Standards and the number following shall refer to the relevant specification or code of practice as the case may be

### **A.3 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall be the best of their respective kinds. Only new and undamaged materials shall be used in the Works. Materials to be permanently installed into the works shall not be used for any temporary purposes on site. Work shall be to the approval of the Principal Agent and shall be executed in accordance with the relevant manufacturer's written recommendations and instructions where applicable

### **A.4 PROPRIETARY PRODUCTS**

For the purposes of submission of tenders, rates for items described in the bills of quantities by trade names, catalogue references, etc shall be for the particular type and manufacture specified

The approval of the Principal Agent shall be obtained prior to any substitution and where products or materials etc other than those specified are used, adjustments in the rates will be made if necessary

### **A.5 ASSEMBLING**

Rates for manufactured items shall include assembling complete and handing over in proper working order

### **A.6 REFERENCES IN DESCRIPTIONS**

Any references given in brackets at the end of certain descriptions shall refer to the relevant references on the drawings or schedules

### **A.7 WATER**

Water shall be clean and free from injurious amounts of acids, alkalis, organic matter and other substances and shall be suitable for its intended use

### **A.8 APPLICATION OF THE NATIONAL BUILDING REGULATIONS**

All work shall be executed in accordance with the requirements of SANS 10400

### **A.9 ACCURACY IN BUILDINGS**

The dimensional and positional accuracy of the buildings and their component parts shall comply with Grade II requirements of SANS 10155 unless otherwise stated

### **A.10 REFERENCES TO OTHER DOCUMENTS**

References in these "Model Preambles for Trades" to other documents, including SANS, CKS and BS, shall pertain to the latest edition thereof including all amendments thereto at the date for submission of the tender

## **B. ALTERATIONS**

### **B.1 ALTERATIONS**

In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building. The Contractor shall ensure the stability of all structures during alteration work

Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Principal Agent if any disconnection or alterations become necessary

The Contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work

### **B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC**

Materials recovered from the alterations (except where described as to be re-used or to be handed over to the Employer) will become the property of the Contractor, who may allow credit in respect thereof where provided for in the bills of quantities. Such materials shall not be re-used in new work without written permission from the Principal Agent

Materials described as "removed" shall be removed from the site immediately.

Materials described as "handed over to the Employer" shall be carefully dismantled where necessary, neatly stored under cover on the site where directed and protected from damage, until required

Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or refixing shall be made good at the Contractor's expense

### **B.3 DISPOSAL OF DEBRIS ETC**

The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations

### **B.4 MAKING GOOD DAMAGED WORK**

The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match the existing

### **B.5 FORMING NEW OPENINGS OR ALTERING OPENINGS IN EXISTING WALLS**

Where new openings are formed or openings altered in existing walls, the wall above the opening shall be broken out and a new brick, in situ concrete or prestressed concrete lintel inserted, complete with all necessary reinforcement, formwork, turning piece, etc, the jambs and portions of openings as described shall be built up with new brickwork or blockwork properly toothed and bonded to existing, cavities of hollow walls shall be closed where necessary and finishes shall be made good all round and into reveals

### **B.6 BUILDING UP OPENINGS**

Where existing openings are given in number as built up, the existing surfaces all round shall be prepared as necessary, brickwork or blockwork properly toothed and bonded to existing, wedged up to underside of existing lintel and finishes shall be made good on both sides

## **C. EARTHWORKS**

### **C.1 DEMOLITIONS**

#### **C.1.1 Nature and extent**

Descriptions of demolitions give a rough guide only as to the scope of the work. Tenderers are therefore advised to visit the site before submitting a tender and to acquaint themselves with the nature and extent of the work to be done and the value of recoverable materials which are not to be re-used or handed over to the Employer. Unless otherwise stated, loose furniture, kitchen and other equipment, apparatus, machinery, etc shall remain the property of the Employer and the removal thereof does not fall within the scope of this Contract

The Contractor shall completely demolish the buildings etc in a careful, skilful, practical and safe manner down to 150mm below ground level

Demolitions shall include breaking up and removing:

all floors and surface beds;

all external screen walls, steps, ramps, aprons, surface water channels, rainwater sumps, gulleys, etc attached to the building to be demolished;

all services, manholes, etc in ground to a point not less than 1m beyond the perimeter of the building including plugging off ends of all remaining pipes, drains, etc, filling in holes where necessary and ramming and levelling to ground level

Where only a portion of a building is to be demolished, it shall be done without damage to the remaining portion of the building. Any such damage shall be made good by the Contractor at his own expense

#### **C.1.2 Notices etc**

The Contractor shall, before commencing work, obtain all necessary authorisation for carrying out the work, by whatever means including the use of pneumatic equipment or blasting, give all necessary notices and pay all charges and fees in connection therewith. He shall also comply with all regulations pertaining to rodent extermination and he shall obtain the requisite Rodent Extermination Clearance Certificate and pay all necessary fees. All receipts and certificates shall be left in the safekeeping of the Principal Agent. All the abovementioned charges and fees shall be paid by the Contractor and included in his prices

The Contractor shall give ample notice to the Principal Agent and Local Authorities regarding any disconnections necessary prior to the removal or interruption of electrical or telephone cables, water and sanitary services etc

#### **C.1.3 Loss**

After the handing over of the site to the Contractor, the full risk of any loss or damage to buildings to be demolished shall be the responsibility of the Contractor and he shall take such precautions as he deems necessary against such loss or damage

#### **C.1.4 Materials from the demolitions, credit, etc**

Materials recovered from the demolitions will become the property of the Contractor, who may allow credit in respect thereof where provided for in the bills of quantities. Such materials shall not be re-used in any new work without written permission from the Principal Agent

#### **C.1.5 Disposal of debris etc**

The Contractor shall be responsible for the removal from the site of all materials, rubble, debris and rubbish resulting from the demolitions

### **C.2 SOIL INSECTICIDES**

The application of soil insecticides shall be carried out in accordance with "The application of soil insecticides for the protection of buildings" - SANS 10124

### **C.3 FILLING ETC**

#### **C.3.1 Filling generally**

Filling over site shall be spread, levelled, watered and consolidated in layers not exceeding 300mm

Filling under floors and backfilling to excavations shall be suitable inert material, free from clay, vegetable matter, large stones, etc, having a maximum plasticity index of 10, spread, levelled and compacted to a density of at least 90% Mod. AASHTO

#### **C.3.2 Hardcore**

Hardcore shall be broken stone or other approved hard material graded from 25mm to 75mm with the finer material on top and shall be spread, levelled and consolidated

### **C.4 EXCAVATIONS**

#### **C.4.1 Classification of excavated material**

"Hard rock" shall mean granite, quartzitic sandstone or other rock of similar hardness, the removal of which requires drilling, wedging and splitting or the use of explosives

"Soft rock" shall mean hard material the removal of which warrants the use of pneumatic tools and includes hard shale, ferricite, compact oukclip and material of similar hardness

"Earth" shall mean all ground other than that classified as "hard rock" or "soft rock" and shall include made-up ground and any loose stones or pieces of concrete not exceeding 0,03m<sup>3</sup> in volume

## **D. CONCRETE, FORMWORK AND REINFORCEMENT**

### **D.1 SPECIFICATION FOR CONCRETE WORK GENERALLY**

All in situ concrete work (plain and reinforced) shall comply with SANS 1200G supplemented by the following Project Specification. Where SANS 1200G and the Project Specification are in conflict, the Project Specification shall take precedence

Wherever the term "Engineer" appears in SANS 1200G or in the following Project Specification this shall be deemed to mean the Principal Agent's representative responsible for this section of the Works

#### **PROJECT SPECIFICATION**

The following amplifications, additions and amendments to SANS 1200G shall constitute the Project Specification. Clause numbers refer to either the existing clauses in SANS 1200G or to new clauses, which are related to the existing clauses

#### **1. SCOPE**

This clause is amended to include:

- 1.1 This specification does not cover the methods by which the finished structure is to be measured for the purpose of payment and the "Standard System of Measuring Building Work" shall apply

#### **2. INTERPRETATIONS**

##### **2.1 SUPPORTING SPECIFICATIONS**

Clause 2.1(b) shall not apply

##### **2.2 APPLICATION**

This clause shall not apply

#### **4. PLANT**

##### **4.5 FORMWORK**

##### **4.5.2 Finish**

Unless otherwise stated the quality of all formwork shall be such that the finished surface of the concrete is "Rough" in terms of clause 5.2.1(a)

#### **5. CONSTRUCTION**

##### **5.2 FORMWORK**

##### **5.2.1 Classification of Finishes**

- (a) **Rough.** No treatment of the surface of the concrete will be required after the striking of the formwork. The finish of the concrete need not be more accurate than Degree of Accuracy III
- (b) **Smooth.** Imperfections such as small fins, bulges, irregularities, surface honeycombing and surface discolorations shall be made good and repaired by approved methods. The finish of the concrete shall be accurate to Degree of Accuracy II
- (c) **Special**
- (i) **Smooth and fair**

This class of finish requires the highest standard of concrete work, formwork, accuracy and technique

Concrete placed in any one structure to give this finish shall be made from cement and aggregates from the same source. The grading of the aggregate shall be kept constant

Formwork shall be metal, wrot timber or other approved material in new condition designed and constructed to suit the particular job in hand and with shutter bolts and joints between panels in a regular pattern approved by the Principal Agent. Joints between panels shall be watertight, but the use of sealing tape which will mark the concrete shall not be permitted

Designated joints shall be in the position and of the details shown upon the working drawings. Should the Contractor wish to incorporate further construction joints or amend the position of those shown to suit his own requirements or technique, this may be allowed provided that all design considerations are met, that the prior approval of the Engineer is obtained and that any extra costs are borne by the Contractor

In the case of horizontal construction joints, the top edge of the concrete on the smooth and fair finished side shall be struck true and level with a trowel

Special care shall be taken to ensure that forms are clean and free of all pieces of tying wire, nails and other debris at the time of concreting

The standard of finish shall be such that upon removal of the formwork, no further treatment, other than treatment of bolt holes if required, shall be found necessary to provide a straight, smooth and uniform finish of good quality and consistent colour and texture, free of all honeycombing etc. Any defect shall be made good by either removing and replacing the defective concrete or, in certain instances only, by patching

## 5.5 CONCRETE

### 5.5.1.6 Prescribed mix concrete

Where prescribed mix concrete is specified the proportions of constituents, the maximum size of coarse aggregate and the estimated minimum compressive strength shall be as specified in the following table:

Class of Concrete	Estimated minimum compressive strength in MPa at 28 days	Maximum nominal size of coarse aggregate in mm	Proportions of Constituents		
			Cement (Parts)	Fine aggregate (Parts)	Coarse aggregate (Parts)
A	7	37,5	1	4	8
B	15	19	1	3	5
C	20	19	1	2,5	3,5

Cement shall comply with SANS 50917-1 of strength 32,5N or higher

Should cement and aggregates be mixed by volume, the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>

Notwithstanding the requirements contained in SANS 1200G, the Principal Agent may permit certain items of non-structural concrete to be mixed by hand

If the concrete is mixed by hand, it shall first be mixed in a dry state on a clean non-absorbent surface until it is of uniform colour and consistency. Just enough water shall then be added to permit mixing and working, at which stage the concrete shall continue to be mixed until it is of uniform colour and consistency

### 5.5.1.7 Strength concrete

Where strength concrete is specified it shall be designated by its specified strength followed by the size of stone used in its manufacture, eg 30 MPa/19mm

The water/cement ratio shall be as Table 5 of clause 5.5.1.5 for moderate exposure conditions

### 5.5.1.8 "No-Fines" concrete

"No-fines" concrete shall consist of one part cement to eight parts aggregate graded from minimum 6mm to maximum 13mm size



The quantity of water used shall be just sufficient to form a smooth grout which shall completely coat every particle of aggregate and also to ensure that the grout is just wet enough to form a small fillet at each point of contact between the stones. "No-fines" concrete mixed with excessive water, which results in a thin grout, which drops off the aggregate, will be rejected

"No-fines" concrete shall be placed in its final position within 20 minutes of mixing and shall be placed in continuous horizontal layers. Concrete shall be spade worked sufficiently to ensure that it fills the forms but vibrating, tamping or ramming will not be permitted

#### 5.5.3.2 Ready-mixed concrete

The use of ready-mixed concrete and the acceptability of test results from a central concrete production facility shall be subject to the written approval of the Engineer

### 6. TOLERANCES

Degree of Accuracy II shall apply for all work unless otherwise stated

### 7. TESTS

#### 7.1 FACILITIES AND FREQUENCY OF SAMPLING

##### 7.1.2 Frequency of sampling

7.1.2.5 The frequency of sampling shall be as directed by the Engineer, but not less than one set of cubes from every 50m<sup>3</sup> cast

### 8. MEASUREMENT AND PAYMENT

This clause shall not apply

#### D.2 AGGREGATES OF LOW DENSITY

Aggregates of low density shall comply with SANS 794

#### D.3 HOLLOW BLOCKS, PREFABRICATED BLOCK BEAMS AND PLANKS, ETC

Blocks, block beams, planks, etc shall be fixed and supported in such a manner that no movement can take place before or during the casting of concrete. No broken components shall be used

#### D.4 SUPERVISION

A competent and experienced foreman shall superintend personally the whole of the concrete construction and pay special attention to:

- (a) The quality, testing and mixing of materials,
- (b) The placing and compaction of concrete,
- (c) The construction and removal of formwork and
- (d) The sizes and position of reinforcement

The Contractor shall obtain the permission of the Principal Agent before commencing concreting of foundations or reinforced structure

No inspection, approval, authorisation to proceed, comment or instructions following from such an inspection, or failure of the Principal Agent to comment on any particular aspect of the work, shall be deemed to relieve the Contractor in any way from his obligation to ensure through his own supervision that the work is constructed in every way in accordance with the Drawings, Specification and Conditions of Contract, nor relieve him from his obligations to make good any fault or defect, nor shall it be deemed that there is any obligation on the Principal Agent to inspect all or any part of the Works or that such inspection is necessarily complete in every respect

#### D.5 GENERAL

##### Concrete

Rates for concrete work shall include all "construction joints" other than "designated joints" as defined in SANS 1200G clause 2.4.3 which are measured separately, and for the design of strength concrete mixes and all testing of concrete and materials other than compressive strength testing of concrete samples taken from concrete being placed in the Works. The Contractor shall only be entitled to payment for those samples and compressive strength tests called for by the Engineer and which pass the test requirements

Surface beds cast in panels shall be cast in panels approximately 9m<sup>2</sup>

#### **Formwork**

Formwork to slabs and beams shall be cambered where required

Rates for formwork to soffits shall include propping not exceeding 3,5m high unless otherwise described.

Formwork to walls and columns is not exceeding 3,5m high above bearing level unless otherwise described

#### **Reinforcement**

Standard welded steel fabric reinforcement shall be as included in Table 1 of SANS 1024 and shall have 300mm wide laps.

The mass of binding wire is not included in the mass of the reinforcement and the cost thereof shall be included in the rates for the reinforcement



## **E. PRECAST CONCRETE**

### **E.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Precast concrete paving slabs

SANS 541

Cement, water, aggregates and reinforcement shall be as described under D. CONCRETE, FORMWORK AND REINFORCEMENT

### **E.2 CONCRETE**

Concrete shall be as described under D. CONCRETE, FORMWORK AND REINFORCEMENT and unless otherwise stated shall be prescribed mix concrete Class C but with coarse aggregate of an appropriate size

### **E.3 MOULDS**

Before each casting, moulds shall be coated with a suitable release agent which will not in any way discolour the surface of the finished product or impair its strength. Where items are described as "finished smooth from the mould" or as "precast terrazzo", moulds shall be made to a high degree of accuracy and shall be such as to leave even and smooth surfaces

### **E.4 FINISHES TO BLOCKS**

Where described as "precast terrazzo", such surfaces shall have a facing of terrazzo described under O. PLASTERING. The facing shall be poured into the moulds in a wet state (not dry pressed) and thoroughly worked up against finished faces to ensure that it finishes smooth from the mould

Projections shall be rubbed off and faces shall be of even colour and free from blemishes, cracks and other imperfections. Salient angles shall be arris rounded

### **E.5 CASTING ETC**

Items shall be suitably cured, shall not be handled whilst still green and shall not be built in within 21 days of casting

### **E.6 REINFORCEMENT**

Unspecified reinforcement required for manufacturing, handling and erection purposes and for reinforcing projecting and other unwieldy portions of blocks shall be provided by the Contractor at his discretion

### **E.7 BEDDING, JOINTING AND POINTING**

Blocks shall be bedded and jointed solidly in Class I mortar as described under F. MASONRY and shall be pointed with slightly keyed joints

Blocks finished with "precast terrazzo" shall have joints raked out and pointed with slightly keyed joints in tinted waterproofed mortar composed of one part cement and three parts sand to match terrazzo facing

### **E.8 GENERAL**

Precast concrete work shall include reinforcement required for manufacturing, handling and erection purposes, steel rod or wire hooks and/or mortices for lewis bolts required for handling and transporting, any necessary temporary propping and strutting and bedding, jointing and pointing

## **F. MASONRY**

### **F.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Burnt clay masonry units	SANS 227
Limes for use in building	SANS 523 {Slaked (hydrated) limes}
Aggregates from natural sources – fine aggregates for plaster and mortar	SANS 1090
Concrete masonry units	SANS 1215
Prestressed concrete lintels	SANS 1504
Burnt clay paving units	SANS 1575
Metal ties for cavity walls	SANS 28
Common cement	SANS 50197-1 (Class 32,5N)
Masonry cement	SANS 50413-1 (Class 22,5X)
Concrete masonry construction	SANS 10145
The structural use of masonry	SANS 10164-1
Masonry walling	SANS 10249
Concrete floors	SANS 10109-1&2

### **F.2 SAND**

Sand shall be washed where necessary and screened through a 2,4mm mesh sieve

### **F.3 BURNT CLAY BRICKS**

Burnt clay bricks shall be of nominal size 222 x 106 x 73mm unless otherwise stated

Common bricks shall be General Purpose bricks

Extra hard burnt bricks shall be General Purpose (Special) bricks

Facing bricks shall exhibit a liability to efflorescence not in excess of "Slight" and water absorption when tested in conformity with the requirements of SANS 227 shall not exceed 14%

Particular care shall be taken to preserve arrisses and faces of facing and paving bricks during transit and handling

### **F.4 CONCRETE BRICKS**

Concrete bricks shall have a nominal compressive strength of 8 MPa

### **F.5 QUARRY TILES ETC**

Quarry, cement and similar tiles shall be of approved manufacture, even in shape and size, free from cracks, twists or blemishes and uniform in colour

### **F.6 WIRE TIES**

Wire ties shall be of galvanized steel of the single wire type for solid walls and either the "Butterfly" or Modified PWD type for hollow walls. Ties shall be of sufficient length to allow not less than 75mm of each end to be built into brickwork or embedded in concrete

### **F.7 BRICKWORK REINFORCEMENT**

Brickwork reinforcement shall be manufactured from hard drawn steel wire conforming to BS 785 and shall consist of two 2,8mm diameter main wires with 2,5mm diameter cross wires at 300mm centres welded at intersections

Brickwork reinforcement shall be lapped not less than 300mm at end joints and for a length equal to the width of the widest reinforcement at intersections

#### **F.8 MORTAR**

Mortar shall comply with the following table:

1	2	3	4
Mortar Class	Minimum compressive strength MPa	Cement:sand (common cement)	Cement:sand (masonry cement)
I	10	1:4 or 50kg to 130 litres	1:3 or 50kg to 100 litres
II	5	1:6 or 50kg to 200 litres	1:5 or 50kg to 170 litres
III	1,5	1:9 or 50kg to 300 litres	1:6 or 50kg to 200 litres

Mortar shall be Class II unless otherwise specified

Mortar plasticizers may only be used with the approval of the Principal Agent

The materials shall be mixed dry until of uniform colour, water added and the mixture turned over until the ingredients are thoroughly incorporated

Mortar shall be produced in such quantities as can be used before commencement of set and no mortar that has set shall be used

#### **F.9 COMPO MORTAR**

Compo mortar shall be Class III mortar in accordance with clause F.8 but with a lime content of 80 litres

The lime and sand shall be mixed dry until of uniform colour, water added and the mixture turned over until the ingredients are thoroughly incorporated. Immediately before use, the cement shall be mixed in and the requisite amount of water added. Compo mortar shall be produced in such quantities as can be used before commencement of set and no compo mortar that has set shall be used

#### **F.10 BRICKWORK**

Wherever practicable, brickwork shall be built in stretcher bond. Unless legitimately required to form bond, no false headers shall be used. English bond shall only be used where specifically so indicated or where stretcher bond is not practicable

Brickwork, unless otherwise described, shall be built in Class II mortar

Bricks shall be laid on a solid bed of mortar and all joints shall be grouted up solid

The brickwork shall be carried up in a uniform manner, no part being raised more than 1,2m above adjoining work

Where necessary, bricks shall be wetted before being laid and the course of bricks last laid shall be well wetted before laying a fresh course upon it

Walls in thicknesses of more than one skin shall have at least five wire ties per square metre. Linings to concrete, unless otherwise specified, shall be tied to the concrete with at least five wire ties per square metre

Hollow walls, unless otherwise specified, shall be built of two half brick skins with cavity between, tied together with at least five wire ties per square metre. The cavities shall be kept free of all rubbish, mortar droppings and projecting mortar. Mortar joints to brickwork shall be not less than 8mm or more than 12mm thick

#### **F.11 BLOCKWORK**

Unless otherwise described, all blockwork shall be built in stretcher bond. Whole blocks shall be used except where bats or closers are required to form bond. Blockwork, unless otherwise described, shall be built in Class II mortar

Solid blocks shall be laid on a solid bed of mortar and all joints shall be grouted up solid

Hollow blocks shall be laid in shell bedding, ie only the inner and outer shells of the blocks shall be covered with mortar. Vertical joints shall be similarly formed

The blockwork shall be carried up in a uniform manner, no part being raised more than 1,2m above adjoining work

Clay blocks shall be wetted before being laid and the course of blocks last laid shall be well wetted before laying a fresh course upon it

#### **F.12 CENTRES AND TURNING PIECES**

Centres and turning pieces to soffits of arches and lintels shall be left in position for not less than 14 days

#### **F.13 FACE BRICKWORK**

Face brickwork shall be built in stretcher bond, unless otherwise specified, to a true and fair face. Perpendents shall be vertically aligned

Facing bricks shall be mixed to ensure that the proper blending of bricks within the colour range of each facing brick being used is obtained

#### **F.14 PAVINGS, SILLS, COPINGS, ETC**

Clay bricks and tiles shall be wetted before fixing and shall be solidly bedded and jointed in Class I mortar and pointed with slightly keyed joints

## **G. WATERPROOFING**

### **G.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Bituminous damp-proof courses	SANS 248 (Type FV)
Polyolefin film for damp- and waterproofing in buildings (walls, sills, etc)	SANS 952 (Type B)
Polyolefin film for damp- and waterproofing in buildings (floors and basements)	SANS 952 (Type C)
Mastic asphalt for roofing	SANS 297
Mastic asphalt for damp-proof courses and tanking	SANS 298
Bituminous roofing felt	SANS 92 (Type 60)
Polyolefin film for damp- and waterproofing in buildings (flat roofs)	SANS 952 (Type A)
Chloroprene rubber sheet (for waterproofing)	SANS 580
Sealing compounds for the building industry, two-component, polysulphide base	SANS 110 (Type 2 - Gun Grade)
Sealing compounds for the building and construction industry, two- component, polyurethane base	SANS 1077
The waterproofing of buildings (including damp-proofing and vapour barrier installation)	SANS 10021

### **G.2 WATERPROOFING TO ROOFS, BASEMENTS, ETC**

Waterproofing to roofs, basements, etc shall be carried out by workmen who are experienced in this type of work

### **G.3 DAMP-PROOF COURSE TO WALLS**

All joints in damp-proof course to walls shall be lapped a minimum of 150mm except at junctions and corners where the lap shall equal the full thickness of the wall

## **H. ROOF COVERINGS ETC**

### **H.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Concrete roofing tiles	SANS 542
Clay roofing tiles	SANS 632
Sawn softwood timber battens	SANS 1783-4
Fibre-cement sheets (flat and profiled)	SANS 685
Aluminium alloy corrugated and troughed sheets	SANS 903
Continuous hot-dip zinc-coated carbon steel sheet of commercial, lock-forming and drawing qualities	SANS 3575
Continuous hot-dip zinc-coated carbon steel sheet of structural quality	SANS 4998
Polyolefin film for damp- and waterproofing in buildings	SANS 952
Metal roofing tiles	SANS 1022
Glass-reinforced polyester (GRP) laminated sheets (profiled or flat)	SANS 1150
Fasteners for roof and wall coverings in the form of sheeting	SANS 1273
Materials for thermal insulation of buildings	SANS 1381-1&4
Expanded polystyrene thermal insulation boards	SANS 1508
Fixing of concrete interlocking roofing tiles	SANS 10062
Roof and side cladding	SANS 10237
Sheet zinc	BS 849
Sheet lead	BS 1178
Sheet aluminium	BS 1470
Sheet copper	BS 2870

### **H.2 GALVANIZED STEEL PROFILED SHEETS ETC**

Galvanized steel profiled sheets, ridge and hip coverings, etc shall be coated with a minimum of 275 g zinc per m<sup>2</sup> and shall be free of white rust

### **H.3 GALVANIZED SHEET IRON**

Galvanized sheet iron shall be rolled steel sheet coated on both sides with a minimum of 275 g of zinc per m<sup>2</sup> and shall be free from white rust

### **H.4 NAILING AND SCREWING**

Where nailing and screwing is required:

- galvanized iron nails and screws shall be used for galvanized sheet iron and sheet zinc
- copper or copper alloy nails and screws for sheet copper and sheet lead
- aluminium alloy or stainless steel nails and screws for sheet aluminium

#### **H.5 LAPS**

Sheet metal flashings shall have minimum 100mm laps and linings to valleys, secret gutters, etc minimum 225mm laps

#### **H.6 GENERAL**

Rates for profiled sheet roofing and rolled edges, ridge and hip coverings, flashing pieces, etc of metal, fibre-cement, plastic, etc shall include fixing accessories

## **I. CARPENTRY AND JOINERY**

### **I.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Sawn softwood timber : General requirements	SANS 1783-1
Sawn softwood timber : Stress-graded structural timber and timber for frame wall construction	SANS 1783-2
Sawn softwood timber : Brandering and battens	SANS 1783-4
Softwood flooring boards	SANS 629
Hardwood furniture timber	SANS 1099
Hardwood block and strip flooring	SANS 281
Wooden ceiling and panelling boards	SANS 1039
Laminated timber (glulam)	SANS 1460
Gypsum plasterboard	SANS 266
Fibreboard products	SANS 540
Wood-wool panels (cement bonded)	SANS 637
Fibre-cement sheets (flat and profiled)	SANS 685
Fibre-cement boards	SANS 803
Plywood and composite board	SANS 929
Wooden ceiling and panelling boards	SANS 1039
Particle boards	SANS 50312-1to7
Decorative laminates	SANS 4586
Wooden doors	SANS 545
Fire doors	SANS 1253
Materials for thermal insulation of buildings	SANS 1381-1,2,4&6
Expanded polystyrene thermal insulation boards	SANS 1508
Mild steel nails	SANS 820
Metal screws for wood	SANS 1171
Wood-preserving creosote	SANS 539

Softwood shall bear the relevant SABS mark and shall be ordered in the sizes in which it will be used as no scantlings of marked timber will be allowed. Should SABS marked timber be unavailable, the Principal Agent's prior permission shall be obtained before using unmarked timber

### **I.2 HARDWOODS**

All hardwoods shall be specially selected, well seasoned, free from sapwood and well kiln dried. Meranti shall be Red or Medium Brown Meranti, even in grain and colour, selected from "Standard and Better" quality from Malaysia



### **I.3 INFECTION AND PRE-TREATMENT OF TIMBER**

All timber used on the site, whether for permanent or temporary work, shall be free of borer or other beetle and termite infection. If the work under this contract falls within an area designated under Government Notice R2577 of 197812-29, permanent softwood fixed in the building shall be treated against borer etc in accordance with Government Notice R451 of 1969-03-28 using Class B or C preservative

When treated timbers are cut, the cut surfaces shall be effectively brushed with at least two coats of preservative solution

### **I.4 CONSTRUCTION IN GENERAL**

Where applicable, construction methods shall comply with SANS 10082. Wood and laminate flooring shall be installed in accordance with SANS 10043. Roof trusses shall be manufactured, erected and braced in accordance with SANS 10243

### **I.5 STRUCTURAL TIMBER**

Timbers generally shall be in single lengths and jointing of timbers will only be permitted when the required length is unobtainable. Only the absolute minimum of joints to obtain a particular length will be permitted and such joints are to be evenly spaced along the length of the timber

Finger-jointing of structural timber will be permitted, in which case it shall be manufactured in accordance with SANS 10096

### **I.6 PLATE NAILED TIMBER ROOF TRUSSES**

Plate nailed timber roof trusses shall be of approved design and manufacture and constructed with softwood structural timber by a truss Fabricator holding a current Certificate of Competence awarded by the Institute of Timber Construction

Each roof truss shall have all its members accurately cut and closely butted together and rigidly fixed by CSIR approved patented galvanized metal spiked connectors, precision pressed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions

The design, manufacture and transportation of the roof trusses, bracing, etc shall be under the control of a registered Structural Engineer in accordance with SANS 1900, SANS 10160 and SANS 10163, who shall, after erection, provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance with this specification

The design shall include for all live loads, wind loads and for dead loads imposed by roof covering, purlins, ceilings, etc

Fully detailed shop drawings of all trusses etc, indicating sizes, bracing, loading, etc, shall be submitted to the Principal Agent for approval prior to fabrication

Unless specific erection instructions are given, erection shall be carried out in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber Roof Trusses" published by the Institute for Timber Construction and the Council for Scientific and Industrial Research or as detailed by the designer

Roof trusses and bracing shall include design and preparation of shop drawings

### **I.7 TONGUED AND GROOVED BOARDING**

Tongued and grooved boards for floors, panelling, etc shall be in long varying lengths with joints tightly cramped up and secret nailed. Flooring boarding shall be flush jointed with staggered heading joints and machine sanded after fixing

### **I.8 JOINERY**

Skirtings, cornices, rails, etc shall be in single lengths wherever practicable and shall have splayed heading joints where necessary. Skirtings shall be trenched at back

All horns of door frames shall be checked and splayed back where frames are fixed projecting or flush with surface and built in

Heads of screws in exposed faces of hardwood joinery shall be sunk and match pelleted

Joinery shall have arris rounded angles and shall be blocked and planted on

## **I.9 VENEERS**

All face veneers shall be of kiln dried timber, free from knots, cracks, patchwork, sapwood and other defects, selected and glued, dried and machine-sanded to a smooth finish. All veneers shall be applied under hydraulic pressure

## **I.10 DOORS**

Flush doors shall have solid timber edge strips with concealed edges. Where doors are to be finished with a transparent finish, the veneer and the edge strips shall be timber of the same species and as far as possible of matching colour. Unless otherwise described all flush doors shall be of interior quality, but where exterior quality doors are specified the glue used shall be of the WBP type

Framed and ledged batten doors described as filled in with V-jointed boarding shall be filled in flush on one side with tongued and grooved vertical boarding, V-jointed on one or both sides and of the thickness stated. The boarding shall be in narrow widths, closely cramped up, rebated or tongued on outer edges and housed to grooves in stiles and rails and twice countersunk brass screwed at each intersection with ledges and braces and the inner edges of the abutting stiles and rails shall be chamfered to form a V-joint at junction with the board

Unless otherwise described double doors shall have rebated meeting stiles

## **I.11 FIXING**

All nails and screws shall be of the size, length and type appropriate to their respective uses. All screws for hardwood joinery work shall be brass

Items described as "plugged" shall be screwed to fibre, plastic or metal plugs at not exceeding 600mm centres. Where items are described as "bolted", the bolts have been given separately

## **I.12 ADHESIVES**

Adhesives shall comply with BS 1204 and 4071 where applicable. Adhesives used in the manufacture of external joinery exposed to excessive moisture (eg kitchen and laboratory worktops) shall be of the WBP type

## **J. CEILINGS, PARTITIONS AND ACCESS FLOORING**

### **J.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Gypsum plasterboard	SANS 266
Fibreboard products	SANS 540
Gypsum cove cornice	SANS 622
Wood-wool panels (cement-bonded)	SANS 637
Sawn softwood timber : Branderling and battens	SANS 1783-4
Sawn softwood timber : Timber for frame wall Construction	SANS 1783-2
Fibre-cement boards	SANS 803
Plywood and composite board	SANS 929
Wooden ceiling and panelling boards	SANS 1039
Materials for thermal insulation of buildings	SANS 1381-1&4
Expanded polystyrene thermal insulation boards	SANS 1508
Raised access flooring	SANS 1549

### **J.2 TONGUED AND GROOVED BOARDING**

Tongued and grooved boarding for ceilings shall be in long varying lengths, V-jointed one side and with joints tightly cramped up and secret nailed

### **J.3 CEILINGS ETC**

#### **J.3.1 Branderling**

Branderling for ceilings and eaves soffit coverings shall be symmetrically arranged with necessary smaller panels. Main branders shall be at right angles to roof timbers, with cross branders cut in between and branders shall be fixed with galvanized wire nails driven in on skew alternately in opposite directions

#### **J.3.2 Ceiling boards**

Ceiling boards shall be in long lengths symmetrically arranged with necessary smaller panels, closely butted and secured at 150mm centres to brandering with galvanized or cadmium-plated clout-headed nails

### **J.4 GYPSUM SKIM PLASTER**

Gypsum skim plaster shall be pure gypsum plaster finished with a steel trowel

### **J.5 EXPOSED TEE-SYSTEM SUSPENDED CEILINGS**

The ceiling panels shall be as described in the items and the panels shall be stiffened at back as recommended by the manufacturer to prevent bowing or sagging

The exposed surfaces of all ceiling panels and supporting members shall be uniform in colour and free from surface blemishes

The suspension grid system shall be an approved patent suspension system comprising 38mm galvanized steel main and cross tee bearers spaced in both directions at centres to suit sizes of ceiling panels used, with the cross bearers fitted between and notched to form flush fit with main bearers. The exposed flange of the tees shall be 25mm wide, covered with a rolled aluminium cap painted a low sheen satin white. Cornices etc shall be as described in the items and shall be finished to match the exposed tees

The main tee bearers shall have holes for cross tees at 300mm centres and holes for hangers at 50mm centres. In addition, main and cross tee bearers shall be holed as necessary for and provided with timber wedges or steel clips where recommended by the manufacturer to prevent ceiling panels from lifting

The web of the exposed cross tee bearers shall extend to form a positive interlock with the main tee bearers and the lower flange shall be cut back to provide a joint free appearance

All hangers shall be galvanized and shall be at centres to meet the requirements of the specification with one end fixed to the suspension grid main bearers and the other end fitted with suitable galvanized fixing cleat securely fixed to the structure. Fixing points shall be agreed to by the Principal Agent before any power shot fixings are made. Hangers shall not be suspended from air-conditioning ducts. Where recommended by the manufacturer, hangers shall be of the rigid type

Component parts and fixings shall be non-corrosive and able to withstand atmospheric pollution. Surfaces of aluminium which are in contact with other materials when fixed, particularly metals, shall be suitably insulated to prevent electrolytic corrosion

Ceilings shall comprise hangers, suspension grid system and ceiling panels, shall be constructed in a manner suitable for carrying air-conditioning diffusers and light fittings in the positions required, shall be set out to layouts approved by the Principal Agent and shall have the standard suspension systems modified as necessary to work around any pipes or light fittings

#### **J.6 FLUSH PLASTERED SUSPENDED CEILINGS**

Gypsum plasterboard panels of the specified thickness generally in 1200mm widths and in long lengths shall be fixed grey side down with self-tapping screws to the suspension system with the joints between boards loosely butt jointed and covered with 50mm wide strips of self-adhesive fibre tape

The plasterboard panels shall be finished with gypsum skim plaster trowelled to a smooth polished surface to the thickness etc recommended by the manufacturer

The suspension system shall be an approved patent concealed suspension system consisting of galvanized mild steel bearers suspended on approved non-rusting metal hangers spaced generally at 1200mm centres or to suit layout of air-conditioning ducts and other services etc above ceiling with one end bolted to the bearer and the other end fitted with a galvanized fixing cleat securely fixed to the structure as required

Fixing points shall be agreed to by the Principal Agent before any power shot fixings are made. Hangers shall not be suspended from air-conditioning ducting

Ceilings shall comprise hangers, suspension system, ceiling panels and plaster finish, shall be constructed in a manner suitable for carrying air-conditioning diffusers and light fittings in the positions required, shall be set out to layouts approved by the Principal Agent and shall have the standard suspension system modified as necessary to work around any pipes or light fittings

## **K. FLOOR COVERINGS, WALL LININGS, ETC**

### **K.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Semi-flexible vinyl floor tiles	SANS 581
Resin modified vinyl floor tiles	SANS 586
Flexible vinyl flooring	SANS 786
Hardwood block and strip flooring	SANS 281
Wood mosaic flooring	SANS 978
Textile floor coverings (pile construction)	SANS 1375
Textile floor coverings (needle-punched construction)	SANS 141
Carpet underlays	SANS 1419
The installation of wood and laminate flooring	SANS 10043
The installation of resilient thermoplastic and similar flexible floor covering materials	SANS 10070
The installation of textile floor coverings	SANS 10186
Sheet linoleum (calendered types), cork, carpet and linoleum tiles	BS 810
Solid rubber flooring	BS 1711
Felt backed linoleum	BS 1863

### **K.2 LAYING OF MATERIAL**

Floor tiles shall be laid with continuous joints in both directions

Patterned floor coverings shall be matched at joints

### **K.3 GENERAL**

Floor coverings, wall linings, skirtings, nosings, etc shall include all preparatory work to screeded or plastered surfaces etc, priming coats and adhesives

Floor coverings and wall linings shall be dressed around and into corners. Wood block and wood mosaic flooring shall be sanded with a sanding machine and sealed with a coat of approved penetrating sealer

Plastic handrails shall have welded and polished butt joints

## **L. IRONMONGERY**

### **L.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Locks, latches and associated furniture for doors. (Domestic type)	SANS 4
Kitchen cupboards: Built-in and free-standing	SANS 1385
Single action closers	SANS 1510
Padlocks	SANS 1533
Fasteners	SANS 1700
Chalk writing boards for schools	CKS 36

### **L.2 KEYS**

Locks shall have the minimum possible number of interchangeable keys. Cylinder locks and locks described as "en suite" shall be clearly marked with consecutive numbers and each key shall be punched with the corresponding number of the relative lock

### **L.3 FIXING**

Unless otherwise described, ironmongery is to be fixed to wood

Items described as "plugged" shall be screwed to fibre, plastic or metal plugs

Screws, bolts, etc for fixing of ironmongery shall be of matching metal and finish, except for aluminium ironmongery or ironmongery fixed to aluminium in which cases stainless steel screws may be used

All necessary preparation of pressed steel door frames for the fixing of ironmongery to the frames has been included with the pressed steel door frames

### **L.4 KITCHEN CUPBOARDS**

Steel cupboards shall be finished with baked enamel. Tops of floor cupboards shall have laminated plastic covering

Cupboards shall be fitted with all necessary hinges, handles, catches, etc. Cupboards shall be securely fixed with all necessary screws and fibre, plastic or metal plugs

Where cupboards are described as a "series", tops shall be continuous and cupboards shall be bolted or screwed together, including bolts, screws, holes, etc

## **M. STRUCTURAL STEELWORK**

### **M.1 SPECIFICATION**

All structural steelwork shall comply with SANS 1200H or 1200HA as applicable. Structural fasteners shall comply with SANS 1700

Whenever the term "Engineer" appears in SANS 1200H or 1200HA or in the following Project Specification this shall be deemed to mean the Principal Agent's representative responsible for this section of the Works

### **M.2 PROJECT SPECIFICATION INCORPORATING AMPLIFICATIONS, ADDITIONS AND AMENDMENTS TO SANS 1200H AND 1200HA**

The following amplifications, additions and amendments to SANS 1200H and SANS 1200HA shall apply and clause numbers refer to either the existing clauses in the relevant SANS or to new clauses which are related to the clauses therein

#### **SANS 1200H**

##### **3.1.1 Weldable structural steel**

Weldable structural steel shall comply with SANS 1431

##### **5.1.2 Contractor provides shop details**

The Contractor shall be responsible for the preparation of all shop detail drawings

##### **5.1.3 Engineer provides shop details**

This clause shall not apply

##### **5.3.9 Protective treatment**

Structural steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and all surfaces shall be primed as specified to a minimum dry film thickness of 30 micrometres before leaving the workshop. Upon delivery to the site and again after erection all bared surfaces shall be made good with similar primer

##### **8. Measurement and payment**

This clause shall not apply

#### **SANS 1200HA**

##### **5.2.10 Protective treatment**

Structural steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and all surfaces shall be primed as specified to a minimum dry film thickness of 30 micrometres before leaving the workshop. Upon delivery to the site and again after erection all bared surfaces shall be made good with similar primer

##### **5.3.7 Repairs to paint and site painting**

This clause shall not apply

##### **8. Measurement and payment**

This clause shall not apply



## **N. METALWORK**

### **N.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Fasteners	SANS 1700
Expanded metal	SANS 190-1&2
Windows and doors made of rolled mild steel sections	SANS 727
Hot-dip galvanized zinc coatings on fabricated iron and steel articles	SANS 121
Strongroom and vault doors	SANS 949
Anodized coatings on aluminium (for architectural applications)	SANS 999
Steel door frames	SANS 1129
Mushroom- and countersunk-head bolts and nuts	SANS 1143
Welding of metalwork	SANS 1044
Adjustable glass-louvred windows	CKS 413
Aluminium sheet and strips	BS 1470
Aluminium extruded tube and hollow sections	BS 1474
Aluminium bars and sections	BS 1476

### **N.2 STEEL**

Steel shall be mild steel of approved commercial quality. Steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and given one coat of primer as specified before leaving the workshop

#### **N.2.1 Galvanizing of steel**

Steelwork described as "galvanized" shall be galvanized by means of the hot-dip process after fabrication. Where welding on site is unavoidable, such welded joints shall be cleaned down and cold galvanized to approval

### **N.3 STAINLESS STEEL**

Stainless steel shall be AISI Type 304 stainless steel and shall be buffed to an even satin finish. Stainless steel screws shall be used for fixing stainless steel

### **N.4 ALUMINIUM**

Aluminium extrusions shall be of 6063-T6 alloy and temper. Aluminium sheet and strips shall be of 1200-H4 alloy and temper.

Joints in all aluminium members shall be formed in an approved manner so that the joints are practically invisible. Screw heads, pins, rivets, etc shall be concealed as far as possible. 300 Series stainless steel screws and bolts shall be used for jointing and fixing aluminium work

The surfaces of all aluminium which are in contact with other materials when fixed shall be suitably insulated with a non-absorbent insulating material to prevent corrosion. All aluminium work shall be suitably protected against damage, deterioration or discolouration caused by mortar droppings, paint, etc by taping with removable tape, covering with temporary casings or by covering with motor oil

#### **N.4.1 Anodizing of aluminium**

Aluminium described as "anodized" shall be treated with Grade 25 coating thickness for exterior use or Grade 15 for interior use as specified, to the required finish. All alloys to be anodized shall be suited to anodizing



## **N.5 BOLTS AND NUTS**

Nuts shall be of at least the strength grade appropriate to the grade of bolt or other threaded element with which they are used

## **N.6 SCREWING OF METALWORK TO STEEL, WOOD, CONCRETE, ETC**

Metalwork described as "screwed" to steel, wood, etc or "plugged" to brickwork, concrete, etc shall be fixed at not exceeding 500mm centres, with necessary holes, countersinking, threading, screws, set screws, self-tapping screws and fibre, plastic or metal plugs

## **N.7 BOLTING OF METALWORK**

Where metalwork is described as "bolted" to steel, wood, brickwork, concrete, etc the bolts are measured elsewhere

## **N.8 WELDING OF METALWORK**

All welds shall be cleaned and filed or ground off smooth to approval. All welded joints shall be continuous

## **N.9 METALWORK GENERALLY**

Metalwork shall have all sharp edges ground smooth. Tubular and pipe work shall include running joints. Rails etc described as "continuous" shall be in long lengths with welded joints

## **N.10 PRESSED STEEL DOORS, FRAMES, ETC**

### **N.10.1 Door frames**

Frames shall project not less than 20mm into floor finish. Except where described as galvanized, frames shall be primed as specified before leaving the factory. Frames are to jambs and heads of openings. Frames for single doors shall be provided with two 100mm steel butt hinges and an adjustable striking plate for a mortice lock and frames for double doors shall be provided with four 100mm steel butt hinges. Butt hinges shall be steel butts with loose pins, welded to frames. Where necessary mortar caps shall be welded to frames and back plates shall be welded on behind tappings for screws

### **N.10.2 Cupboard door frames**

Cupboard door frames shall be as described in N.10.1, but with thresholds of unequal channel section, two 100mm steel butt hinges to hanging stiles, two 75mm steel butt hinges to hanging stiles above transoms, necessary striking plates for mortice locks and keeps for barrel bolts

### **N.10.3 Combination doors and frames**

Combination doors and frames shall be manufactured of 1,6mm thick steel plate. Frames shall be as described in N.10.1. Doors shall be standard design and required profile, with a 44mm wide edge all round, vertical reinforcing ribs pressed in and with two reinforcing rails welded on. The door shall be provided with two lever mortice lock with lock box welded to inside. Doors shall be welded to steel butts

### **N.10.4 Transformer room doors and frames**

Transformer room doors and frames shall be manufactured of 1,6mm thick steel plate. Frames shall be as described in N.10.1. Doors shall be of standard design with a 44mm wide edge all round, vertical reinforcing ribs pressed in and with three reinforcing rails welded on. Single doors shall be fitted with a padlock cleat and two 100mm brass pintle hinges and double doors shall be fitted with a padlock cleat, two 150mm bolts and four 100mm brass pintle hinges. Each leaf shall be fitted with a louvered ventilation panel of standard design backed with 6mm mesh galvanized wire vermin proof screen

### **N.10.5 Sizes**

The frame widths given refer to unfinished wall thicknesses

### **N.10.6 Glazing beads**

Where specified, glazing beads shall be 12 x 12mm standard metal glazing beads mitred at angles and countersunk screwed on at not exceeding 300mm centres with self-tapping screws

## **N.11 STEEL WINDOWS, DOORS, ETC**

### **N.11.1 Windows, doors, etc**

All fittings to windows, doors, etc shall be chromium plated. Fixed lights and opening sashes shall be in single squares. Windows etc of single unit construction shall have weather bars at transoms above opening sashes

Composite windows not of single piece construction shall be coupled with standard coupling mullions and transoms that correspond with the window section used

Kicking plates and panels shall be 1,6mm metal plate fixed with standard metal glazing beads mitred at angles and countersunk screwed on at not exceeding 300mm centres with self-tapping screws

Except where described as galvanized, windows, doors, burglar bars, etc shall be primed as specified before leaving the factory

### **N.11.2 Burglar bars and flyscreens**

Where windows are described as fitted with burglar bars or flyscreens, these shall be standard type fitted over opening sashes

## **N.12 ADJUSTABLE LOUVRE UNITS**

Adjustable louvre units shall be suitable for hand or longarm operation

Louvre units shall include glass louvres with polished edges and installation, including holes, screws, rivets, preparation of openings, etc

## **N.13 ALUMINIUM WINDOWS AND DOORS**

The foregoing preambles "N.4 – ALUMINIUM" shall apply to aluminium windows, doors, etc in all respects in so far as they are applicable. Aluminium windows and doors shall be manufactured from extruded aluminium members of 6063T6, 6261-T6 or 6082-T6 alloy and temper

Ancillary members such as sills, flashings, infill panels and the like formed from flat sheet material shall be of an appropriate alloy selected from 1200, 3004 or 5251 complying with BS 1470 of a temper suitable for the method of forming and a composition suitable for anodizing or painting as required

Windows, doors, etc shall be of an approved standard system, manufactured by an approved firm experienced in this type of work, and shall meet with the minimum recommended performance requirements as set out by the Association of Architectural Aluminium Manufacturers of South Africa (AAAMSA) in the latest edition of the Selection Guide

The fittings for all opening sashes shall be substantial and, unless otherwise described, shall be of high quality aluminium alloy finished to match the windows, doors, etc on which they occur. Samples of all fittings shall be supplied to the Principal Agent for approval

Top, side and bottom hung opening sashes shall be hung on two aluminium hinges with 300 Series stainless steel pins, nylon bushes and stainless steel washers. Side hung sashes shall have fasteners and sliding stays, top hung sashes shall have peg stays and bottom hung sashes shall have spring catches and concealed arms

Projected out sashes shall have aluminium fasteners and concealed arms of a non-corrosive material compatible with aluminium

The frames which are to be built into openings in brickwork shall be fitted with the manufacturer's standard type fixing lugs, not less than 20 x 3 x 150mm long, screwed to frame and placed one near each corner and intermediately not more than 450mm apart to sides, top and bottom and where fixed to concrete reveals, wood sub-frames or to preformed openings in brickwork shall have countersunk holes for screws, one near each corner and intermediately not more than 450mm apart to sides, top and bottom

### **N.13.1 Glazing beads**

Where so described, openings and sashes of windows and doors shall be fitted with approved channel section aluminium glazing beads sufficient in size and profile to suit the method of glazing employed, finished to match the windows, doors, etc and neatly mitred. Screws where necessary shall be of aluminium or 300 Series stainless steel and have pan or raised heads finished to match the beads

#### **N.13.2 Finishes**

Windows, doors, etc described as "anodized" shall be treated with Grade 25 coating thickness. Windows, doors, etc described as "factory painted" shall have an electrostatically applied oven baked polyester paint coating not less than 25 micrometres thick

#### **N.13.3 General**

Aluminium windows, doors, etc shall include glass as described, fixing in position, sealing and protection against damage, deterioration or discolouration by taping with removable tape or covering with temporary casings or motor oil and removing same on completion

#### **N.14 STRONGROOM AND RECORD ROOM DOORS**

Strongroom and record room doors shall not be built in as the work proceeds, but shall be fixed later in the openings provided. The Contractor shall ensure that the lock or other important parts of the door are not tampered with. Should any such tampering occur, the Contractor will be held responsible and at the Principal Agent's discretion shall provide a new door or lock and keys at his own expense. The keys shall not be delivered together with the doors to the building site. The Contractor shall arrange for the manufacturer to send the keys direct to the Principal Agent per registered post. If these instructions are not complied with, a new lock and keys shall be provided by the Contractor at his own expense

#### **N.15 STEEL ROLLER SHUTTERS**

Roller shutters shall be of approved manufacture comprising curtain, vertical channel guides and top mechanism. The curtain shall be constructed of 1mm thick machine-rolled galvanized interlocking slats with mild steel end locks spot welded to alternate strips. The bottom shall be provided with a galvanized rail riveted on and vertical edges shall slide in galvanized channel guides formed of steel not less than 2,5mm thick bolted to sides of openings

The mechanism shall be covered in a galvanized sheet iron box. The ungalvanized sections shall be primed as specified before leaving the factory

## **O. PLASTERING**

### **O.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Common cement	SANS 50197-1(Class 32,5N)
Masonry cement	SANS 50413-1(Class 225X)
Limes for use in building	SANS 523 {Slaked (hydrated) limes}
Aggregates from natural sources – Fine aggregates for plaster and mortar	SANS 1090

### **O.2 PREPARATORY WORK**

Surfaces shall be clean and free of oil and thoroughly wetted directly before any plastering or other in situ finishes are commenced. Concrete surfaces shall be slushed with a mixture of one part cement and one part coarse sand or otherwise treated to form a proper key. Preparatory coats shall be thoroughly scored and roughened to form a proper key

### **O.3 FINISH**

All coats of paving and plastering shall be executed in one operation without any blemishes

### **O.4 SCREEDS**

Screeds shall be composed of one part cement and four parts sand

### **O.5 CEMENT RENDER**

Cement render shall be composed of one part cement and three parts sand finished with a steel trowel to a smooth polished surface and cured for at least seven days after laying

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

### **O.6 GRANOLITHIC**

Granolithic shall be composed of one part cement, one part fine sand, two parts coarse sand and one part granite or other approved stone aggregate that will pass through a 5mm sieve, finished with a steel trowel to a smooth polished surface and cured for at least seven days after laying

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

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

### **O.7 TERRAZZO**

Terrazzo shall be applied in two coats. The undercoat shall be composed of one part cement and three parts sand and shall be finished with a wooden float. The finishing coat shall be composed of one part cement and two parts marble or stone aggregate of a colour and size to obtain the required colour and texture and shall be at least 12mm thick, and applied before the undercoat has dried out. The finishing coat shall be compacted by tamping or rolling until superfluous water has been expelled, finished with a steel trowel and cured for at least seven days after laying. The finished surface shall show at least 80% of the aggregate

Surfaces described as "polished" shall be polished by machine using various grades of abrasive and grouting with tinted cement as necessary between polishings

Surfaces described as "polished" shall be polished by machine using various grades of abrasive and grouting with tinted cement as necessary between polishings

Surfaces described as "brushed" shall be brushed with a steel wire brush on the day the terrazzo has been laid to expose the aggregate as required

Where required, brass or other dividing strips shall be embedded in the undercoat to finish flush with the finished surface

Three sample blocks, each size 300 x 300mm, as separately measured shall be prepared for approval by the Principal Agent and kept in an accessible place on the site until the completion of the contract

**O.8 SKIRTINGS**

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

**O.9 THICKNESS OF PLASTER**

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

**O.10 CEMENT PLASTER**

Cement plaster shall comply with the following table:

1	2	3
Plaster Class	Cement:sand (common cement)	Cement:sand (masonry cement)
I	1:4 or 50kg to 130 litres	1:3 or 50kg to 100 litres
II	1:6 or 50kg to 200 litres	1:5 or 50kg to 170 litres
III	1:9 or 50kg to 300 litres	1:6 or 50kg to 200 litres

**O.11 COMPO PLASTER**

Compo plaster shall be composed of one part cement, two parts lime and nine parts sand

**O.12 GYPSUM SKIM PLASTER**

Gypsum skim plaster shall be pure gypsum plaster finished with a steel trowel

**O.13 TWO COAT PLASTER WITH GYPSUM FINISH**

Two coat plaster with gypsum finish shall comprise an undercoat of Class II cement plaster finished with a wooden float and a finishing coat of gypsum skim plaster

**O.14 ROUGH-CAST PLASTER**

Rough-cast plaster shall be applied in two coats. The undercoat shall be composed of one part cement and five parts sand finished with a wooden float. The finishing coat shall be composed of one part cement and three parts stone aggregate that will pass through a 4mm sieve. The finishing coat shall be flicked on with a machine before the undercoat has set to obtain an even texture

**O.15 FINE ROUGH-CAST PLASTER**

Fine rough-cast plaster shall be as for rough-cast plaster but the finishing coat shall be composed of one part cement and three parts coarse sand

**O.16 GENERAL**

Rates for plastering described as being on vertical surfaces of brickwork or blockwork shall include concrete columns, beams and lintels flush with the face of the wall

## **P. TILING**

### **P.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Glazed ceramic wall tiles and fittings	SANS 22
Ceramic wall and floor tiles	SANS 1449
Common cement	SANS 50197-1(Class 32,5N)
Masonry cement	SANS 50413-1(Class 22,5X)
Aggregates from natural sources – Fine aggregates for plaster and mortar	SANS 1090
The design and installation of ceramic tiling	SANS 10107

### **P.2 TILES, MOSAICS, ETC**

Tiles, mosaics, etc shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour

### **P.3 PREPARATORY WORK**

Surfaces shall be clean and free of oil and thoroughly wetted directly before any tiling is commenced. Concrete surfaces shall be slushed with a mixture of one part cement and one part coarse sand or otherwise treated to form a proper key

### **P.4 CERAMIC WALL AND FLOOR TILING**

Where tiles are fixed to plaster or screeds with an adhesive, the adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be straight, continuous and flush pointed with an approved grouting compound

### **P.5 GENERAL**

Tiling described as "on walls" is on brick walls or block walls unless otherwise stated and shall include concrete columns, beams and lintels flush with the face of the wall

## **Q. PLUMBING AND DRAINAGE**

### **Q.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

#### **Sheet metal**

Sheet zinc	BS 849
Sheet aluminium	BS 1470
Sheet copper	BS 2870

#### **Rainwater systems**

Unplasticized poly(vinyl chloride) (PVC-U) components for external rainwater systems	SANS 11
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#### **Pipes and fittings**

Steel pipes : Pipes suitable for threading and of nominal size not exceeding 150mm	SANS 62
Plain-ended solid drawn copper tubes for Potable water	SANS 460
Malleable cast iron fittings threaded to ISO 7-1	SANS 4
Polyethylene (PE) pipes for water supply – Specifications	SANS 4427
Cast iron fittings for asbestos cement pressure pipes	SANS 546
Vitrified clay sewer pipes and fittings	SANS 559
Reinforced concrete pressure pipes	SANS 676
Concrete non-pressure pipes	SANS 677
Cast iron pipes and pipe fittings for use above ground in drainage installations	SANS 746
Unplasticized poly(vinyl chloride) (PVC-U) sewer and drain pipes and pipe fittings	SANS 791
Fibre-cement pipes, couplings and fittings for sewerage, drainage and low-pressure irrigation	SANS 819
Pitch-impregnated fibre pipes and fittings and jointing	SANS 921
Unplasticized poly (vinyl chloride) (PVC-U) pressure pipe systems	SANS 966-1
Unplasticized poly(vinyl chloride) (PVC-U) soil, waste and vent pipes and pipe fittings	SANS 967
Rubber joint rings (non-cellular)	SANS 974-1
Copper-based fittings for copper tubes	SANS 1067-1&2
Fibre-cement pressure pipes and couplings	SANS 1223
Polypropylene pressure pipes	SANS 1315
Non-metallic waste traps	SANS 1321-1&2
Vent valves for drainage installations	SANS 1532
Heavy duty cast iron pipe fittings for drainage and gas and water supplies	BS 78



Lead pipes	BS 602
Cast iron pressure pipes for use in drainage and gas and water supplies	BS 1211
Stainless steel pipes for use with compression fittings	BS 4127
<b>Sanitary fittings etc</b>	
Stainless steel sinks with draining boards (for domestic use)	SANS 242
Stainless steel wash-hand basins and wash troughs	SANS 906
Stainless steel sinks for institutional use	SANS 907
Stainless steel stall urinals	SANS 924
Acrylic sanitary ware : Baths	SANS 1402-1
Glazed ceramic sanitary ware	SANS 497
WC flushing cisterns	SANS 821
Flush valves for WC flushing cisterns	SANS 1509
<b>Taps, valves etc</b>	
Water taps (metallic bodies)	SANS 226
Water taps (plastic bodies)	SANS 1021
Single control mixer taps	SANS 1480
Float valves	SANS 752
Plastic floats for ball valves	SANS 1006
Functional control valves and safety valves for Domestic hot and cold water supply systems	SANS 198
Cast iron gate valves for waterworks	SANS 664
Automatic shut-off flush valves for water closets and urinals	SANS 1240
Check valves (flanged and wafer types)	SANS 1551-1&2
<b>Fire extinguishers</b>	
Portable refillable fire extinguishers	SANS 1910
Portable rechargeable fire extinguishers : Halogenated hydrocarbon type extinguishers	SANS 1151
<b>Water heaters and fire hose reels</b>	
Fixed electric storage water heaters	SANS 151
Fire hose reels (with semi-rigid hose)	SANS 543
<b>Drainage covers, gratings, etc</b>	
Cast iron surface boxes and manhole and inspection covers and frames	SANS 558
Cast iron gratings for gullies and stormwater drains	SANS 1115
The installation of polyethylene and poly (vinyl chloride) (PVC-U and PVC-M) pipes	SANS 10112
Water supply and drainage for buildings	SANS 10252-1&2



**Q.2 GENERAL****Q.2.1 Excavations**

Excavations shall be deemed to be in "earth". Backfilling to excavations shall be executed in 300mm thick layers, watered and compacted. Surplus excavated material shall be spread and levelled over site as directed

**Q.2.2 Concrete**

Unreinforced concrete shall be Class B prescribed mix concrete and reinforced and precast concrete shall be Class C prescribed mix concrete

**Q.2.3 Brickwork**

Brickwork shall be of extra hard burnt bricks built in Class I mortar

**Q.2.4 Plaster**

Plaster shall be 1:3 cement plaster finished smooth with a steel trowel. All angles shall be rounded

**Q.2.5 Diameters of pipes etc**

Diameters stated for pipes, traps, valves, etc are internal diameters except PVC, polyethylene, stainless steel and copper pipes and traps for which external diameters are stated

**Q.3 SHEET METAL WORK****Q.3.1 Galvanized sheet iron**

Galvanized sheet iron shall be rolled steel sheet coated on both sides with Class Z275, unless otherwise specified, zinc coating complying with SANS 3575/4998. Sheets shall be free from white rust

**Q.4 EAVES GUTTERS****Q.4.1 Galvanized sheet iron gutters**

Galvanized sheet iron gutters shall have beaded edges and all joints shall be riveted and soldered. Angles shall be strengthened with 50 x 0,6mm galvanized sheet iron strips soldered on over the internal faces of mitres

Gutters shall be fixed with falls to outlets on 30 x 3mm galvanized mild steel brackets, bent to the shape of gutters, with front ends taken up to the underside of beaded edge of gutter and each screwed to roof timbers or bolted to fibre-cement fascias with 6mm galvanized gutter bolts. Gutters shall be bolted to brackets at front with 6mm galvanized gutter bolts, one to each bracket

Brackets shall be positioned at joints of gutters and intermediately at not exceeding 1,25m centres

**Q.4.2 Fibre-cement gutters**

Fibre-cement gutters shall have spigot and socket joints. Gutters shall be fixed with falls to outlets on standard aluminium alloy brackets, screwed or bolted to roof timbers or fascias

**Q.4.3 Unplasticized polyvinyl chloride (UPVC) gutters**

Gutters shall be fixed with falls to outlets on brackets as supplied by the manufacturer, screwed or bolted to roof timbers or fascias

**Q.4.4 Aluminium gutters**

Aluminium gutters shall be roll formed on site to required lengths and profiles from 3003H14-3SH4 alloy strip not less than 0,7mm thick factory coated on both sides with baked enamel and two coats of silicone modified polyester to a total minimum thickness of 20 micrometres. Angles, stopped ends, etc shall be prefabricated units pop riveted to gutters with joints sealed with mastic. The guttering shall be in continuous lengths between angles, stopped ends, etc

## **Q.5 RAINWATER PIPES**

### **Q.5.1 Galvanized sheet iron pipes**

Galvanized sheet iron pipes shall have seams at the back and shall be jointed with soldered slip joints. Pipes shall be fixed to walls etc with galvanized mild steel holderbats spaced at not exceeding 2m centres with tails driven in or cut and pinned in 1:3 cement mortar

### **Q.5.2 Fibre-cement pipes**

Fibre-cement pipes shall have spigot and socket joints. Pipes shall be fixed to walls etc with standard aluminium alloy holderbats with tails driven in or cut and pinned in 1:3 cement mortar

### **Q.5.3 Unplasticized polyvinyl chloride (UPVC) pipes**

Pipes shall be fixed to walls etc with patented UPVC or aluminium clips and holderbats as supplied by the manufacturer of the pipe

### **Q.5.4 Aluminium pipes**

Aluminium pipes and fixing straps shall be formed from 3003H14-3SH4 alloy strip not less than 0,7mm thick factory coated on both sides as described for aluminium gutters. Pipes shall be in continuous lengths with formed angles, offsets, shoes, etc. Pipes shall be fixed to walls etc with 20 x 0,6mm straps at not exceeding 1,5m centres screwed to 25 x 75 x 100mm hardwood chamfered and oiled blocks plugged to walls

## **Q.6 STORMWATER CHANNELS**

In-situ concrete stormwater channels shall be constructed of unreinforced concrete with segmental channel formed in top. Channels shall be laid to falls on a well rammed earth bottom and finished smooth on exposed surfaces

Precast concrete channels shall be of 25 MPa concrete, generally in 1m lengths, finished smooth from the mould on exposed surfaces, laid to falls on a well rammed earth bottom, jointed in 1:3 cement mortar and pointed with keyed joints

## Q.7 JOINTS

Joints of pipes not covered by SANS shall be as follows:

### Pipes

Fibre-cement, concrete, pitch-impregnated fibre and vitrified clay pipes for use under ground in non-pressure pipe lines

Cast iron for use above ground

Cast iron for use below ground

Galvanized mild steel

Joints between pipes of different materials shall be as follows:

Between cast iron and mild steel

Between cast iron and clay

Between mild steel or copper and clay

### Joints

Flexible joints in accordance with the manufacturer's instructions

Spigot and socket joints with tarred rope yarn and caulking compound

or

Plain ended joints with stainless steel couplings with neoprene rubber sleeves

Spigot and socket joints with tarred rope yarn and caulking compound

Joints of screwed galvanized steel sockets or bolted galvanized iron flanges

Screwed joints with plastic jointing tape or hemp

Flanged joints which shall be bolted and provided with rubber gaskets and with flanges screwed to pipes

Spigot and socket joints with tarred rope yarn and caulking compound

Spigot and socket joint with semi-dry cement caulking and 1:2 cement mortar fillet

Spigot and socket joint with either bitumen or semi-dry cement caulking and 1:2 cement mortar fillet

## Q.8 FIXING OF PIPES

Pipes shall be fixed as follows:

Q.8.1 Galvanized mild steel (except those stated in Q.8.3)

To walls with galvanized mild steel brackets for pipes not exceeding 80mm diameter and with galvanized cast iron hinged holderbats with brass pins or bolts for pipes exceeding 80mm diameter; both types with tails cut and pinned in 1:3 cement mortar

To woodwork with screw-on type galvanized mild steel holderbats

Q.8.2 Copper and stainless steel

To walls with brass holderbats or screw-on type two-piece spacing clips for pipes not exceeding 75mm diameter and with purpose made holderbats for pipes exceeding 75mm diameter; both types with tails cut and pinned in 1:3 cement mortar

Q.8.3 Cast iron and galvanized mild steel for soil, waste and vent pipes

To woodwork with screw-on type brass holderbats

To walls with hinged cast iron holderbats with brass bolts and with tails cut and pinned in 1:3 cement mortar

To woodwork with screw-on type galvanized mild steel holderbats

Q.8.4 Polyethylene, polypropylene and patented UPVC or unplasticized polyvinyl chloride

To walls, woodwork, etc with aluminium clips and holderbats as supplied by the manufacturer of the pipes

Q.8.5 Fibre-cement

To walls with aluminium alloy holderbats with tails cut and pinned in 1:3 cement mortar

**Q.8.6 Pipes fixed to ceilings**

Fixed with holderbats and standard or purpose made hangers, with extended hangers for pipes to falls

**Q.9 PIPES LAID IN GROUND**

**Q.9.1 Water pipes etc**

Water pipes, gas pipes, etc laid in ground shall be at least 400mm deep from the crown of the pipe to the finished surface

**Q.9.2 Drain pipes**

Excavations taken out too deep shall be filled in with selected soil and compacted. Backfilling to sides and up to 300mm above plastic pipes shall be free from stone or hard substances which will not pass a 10mm mesh

**Q.10 CLEANING EYE LIDS**

Cleaning eye lids for drain pipe fittings shall be fixed and sealed as follows:

Pipe fittings	Method of sealing and fixing
Fibre-cement	Sealed with synthetic rubber or bituminous mastic packing and fixed with screws
Vitrified clay	Polypropylene lid sealed with synthetic rubber packing and pressed into position
Polypropylene and unplasticized polyvinyl chloride	Sealed with synthetic rubber packing and screwed on or pressed into position
Cast iron	Sealed with tallow or putty and fixed with non-ferrous metal screws
Galvanized malleable cast iron and cast brass	Sealed with synthetic rubber packing and screwed in

**Q.11 CLEANING EYES**

Cleaning eyes shall consist of cast iron frames and lids with letters "CE" (or "SO") cast in lids. The lids shall be secured with non-ferrous metal screws. Frames shall be jointed to vertical drain pipes. Cleaning eyes shall be encased in unreinforced concrete taken up to ground level and plastered on exposed surfaces

**Q.12 INSPECTION EYE MARKER SLABS**

Inspection eye marker slabs shall be 350 x 350 x 50mm thick precast concrete finished smooth from the mould, with letters "IE" (or "IO") formed in top and placed flush in ground or paving

**Q.13 GULLEYS**

Gulleys shall be built up of traps, vertical piping and gulley heads with loose gratings, all encased in unreinforced concrete to finish flush with gulley head top and taken up to at least 50mm above surrounding finished surfaces. The outer top edge of the concrete encasing shall be splayed and the exposed surfaces plastered

#### **Q.14 DISHED GULLEYS**

Dished gulleys shall be built up of traps, vertical piping and gulley heads with loose gratings, all encased in unreinforced concrete and with dished unreinforced concrete hopper size 450 x 450mm overall around gulley head with rounded kerb 50mm wide to front and sides and 25mm wide at back, 100mm high above top of dishing and the hopper plastered on exposed surfaces. Top of hopper shall be taken up to at least 50mm above surrounding finished surfaces

#### **Q.15 SUMPS, CATCHPITS, INSPECTION CHAMBERS, ETC**

##### **Q.15.1 Rainwater sumps**

Rainwater sumps shall be built with half-brick sides on 100mm thick unreinforced concrete bottom, plastered internally on walls and with 80mm high unreinforced concrete kerb at top rebated for grating or cover and plastered on exposed surfaces

##### **Q.15.2 Stormwater catchpits and inspection chambers**

Brick catchpits and inspection chambers shall be built with one-brick sides on 150mm thick unreinforced concrete bottom projecting 100mm beyond walls all round, plastered internally on walls and with 100mm thick reinforced concrete cover slab with opening rebated for frame of grating or cover and plastered on exposed surfaces

Precast concrete catchpits and inspection chambers shall be constructed in accordance with the applicable details shown on Drawing LE-1 of SANS 1200LE. Precast concrete manhole sections and slabs shall comply with SANS 1294 and pipes shall be SC type and in accordance with SANS 677

##### **Q.15.3 Sewer inspection chambers**

Brick inspection chambers shall be built as for brick stormwater inspection chambers and with the bottom of the chamber well benched around half round channels, bends, junctions, etc up to sides of chamber in unreinforced concrete finished smooth

Precast concrete inspection chambers shall be constructed in accordance with the applicable details shown on Drawing LD-5 of SANS 1200LD. Precast concrete manhole sections and slabs shall comply with SANS 1294 and the pipes shall be SC type in accordance with SANS 677

##### **Q.15.4 Stormwater drain junction boxes**

Junction boxes shall be formed of 150mm thick unreinforced concrete bottom and sides to suit the various sizes of the drain pipes and built after the pipes have been laid, with the sides taken up slightly higher than the highest pipe and finished level on top for and covered with a 75mm thick loose precast concrete slab

##### **Q.15.5 Step irons**

Where inspection chambers exceed 1,2m deep, cast iron step irons shall be provided, built into the wall at 300mm centres and staggered regularly in vertical rows spaced at 200mm centres horizontally

#### **Q.16 STOPCOCK AND METER BOXES**

Stopcock and meter boxes shall be built with half-brick sides with a cast iron box and lid complying with SANS 558 set in 75mm wide unreinforced concrete kerb for the full depth of the cast iron box and plastered on exposed surfaces

#### **Q.17 VALVE CHAMBERS**

Valve chambers shall be built with half-brick sides with 100mm thick unreinforced concrete kerb to top with rebate for cover and frame to finish flush with adjacent paving or finished ground level and plastered on exposed surfaces

#### **Q.18 CAST IRON COVERS, GRATINGS, ETC**

All cast iron covers, gratings, frames and surface boxes shall be coated with preservative solution. Frames shall be cast into concrete. Covers, except covers to stormwater drainage or electrical cable inspection chambers, shall be set in grease

#### **Q.19 CONCRETE ENCASING**

Concrete encasing for pipes, bends, traps, gulleys, grease traps, etc shall be unreinforced concrete not less than 100mm thick all round

## **Q.20 SANITARY FITTINGS**

### **Q.20.1 General**

Glazed ceramic, acrylic and porcelain enamelled sanitary fittings and component parts shall be white. Accessories for sanitary fittings shall be chromium plated brass

Waste outlets for baths, basins, etc shall comprise chromium plated brass waste union with grating, rubber washers and locknut, fitted with rubber or vulcanite plug on a chromium plated brass chain and stay

### **Q.20.2 Stainless steel sanitary fittings**

Stainless steel sinks and draining boards, basins, wash troughs and urinals shall be AISI Type 304 satin finished stainless steel. All stainless steel fittings shall be treated on the back with a vermin proof sound deadening coating. Sinks, basins and wash troughs shall be provided with 40mm diameter screwed waste outlets

### **Q.20.3 Precast concrete wash troughs**

Reinforced precast concrete wash troughs shall have a sloping front with ribbed rubbing surface and shall be finished smooth on exposed faces with top edges and inner angles rounded. Each compartment shall be fitted with a 40mm diameter waste outlet. Wash troughs shall each be supported on two reinforced precast concrete pedestals finished smooth on exposed faces

### **Q.20.4 Steel baths**

Steel baths shall be porcelain enamelled internally and painted externally and fitted with waste outlet and overflow grating with coupling

### **Q.20.5 Acrylic resinous baths**

Acrylic resinous baths shall be fitted with waste outlet and overflow grating with coupling

### **Q.20.6 Acrylic resinous wash hand basins**

Acrylic resinous wash hand basins and vanity units shall have a smooth high gloss finish, with outlet openings, soap recesses, tap-holes and integral overflow and shall be fitted with waste outlet and overflow grating with coupling

### **Q.20.7 Glazed ceramic sanitary fittings**

Sinks shall be provided with integral weir overflows

Washdown closet pans shall have washdown action and be provided with smooth finished injection moulded polypropylene heavy duty double flap seats fixed with non-ferrous bolts. Urinal channels shall be provided with outlet gratings fitted in bitumen

### **Q.20.8 Flush and sparge pipes**

Flush pipes for high level cisterns shall be of plastic or drawn galvanized steel

Flushpipes for low level cisterns shall be of plastic

Flush and sparge pipes for urinals with high level cisterns shall be of chromium plated copper piping and of the sizes recommended by the manufacturer of the urinal

## **Q.21 INSTALLATION OF SANITARY FITTINGS**

Sanitary fittings shall be installed as follows:

### **Q.21.1 Precast concrete wash troughs**

Precast concrete wash troughs shall be bedded on top of pedestals which shall be bedded on floors in 1:3 cement mortar

### **Q.21.2 Stainless steel wash troughs and wash hand basins**

Stainless steel wash troughs and wash hand basins shall be fixed to walls on a pair of galvanized mild steel galleys brackets bolted to wall with 6mm diameter expanding bolts

**Q.21.3 Acrylic resinous wash hand basins**

Acrylic resinous wash hand basins shall be fixed to walls on a pair of standard painted cast iron brackets screwed to underside of basin and bolted to wall with 6mm diameter expanding bolts

**Q.21.4 Ceramic wash hand basins**

Ceramic wash hand basins shall be fixed to walls on a pair of standard painted steel or cast iron brackets bolted to wall with 6mm diameter expanding bolts

**Q.21.5 Acrylic resinous baths**

Acrylic resinous baths shall be bedded in 1:5 cement mortar on three cross rows of bricks or bedded solid on a layer of dry river sand and fixed to wall with galvanized steel brackets under edges (in the middle of the sides against walls) bolted to wall with 6mm diameter expanding bolts and sealed along top against wall finishes with patent mildew resistant silicone rubber

**Q.21.6 Washdown closet pans and cisterns**

Washdown closet pans shall be bedded on floors in 1:3 cement mortar. Cisterns shall be fixed to walls with 6mm diameter expanding bolts

**Q.21.7 Ceramic urinals**

Ceramic stall and slab urinals shall be bedded on floors and against walls in 1:3 cement mortar. Slabs, channels, treads, etc shall be jointed in 1:3 cement mortar and pointed in white cement

Ceramic bowl urinals shall be fixed to walls on standard steel brackets bolted to wall with 6mm diameter expanding bolts. Cisterns shall be fixed to walls on standard brackets bolted to wall with 6mm diameter expanding bolts

**Q.21.8 Stainless steel urinals**

Stainless steel stall and slab urinals shall be bedded on floors in 1:3 cement mortar and with backs and sides against walls filled in with fine unreinforced concrete. Cisterns shall be fixed as cisterns for ceramic urinals

**Q.22 FIRE HOSE REELS**

Fire hose reels shall each be fitted with a 30m long hose of internal diameter not less than 19mm with a 4,8mm internal diameter chromium plated brass nozzle

**Q.23 FIRE EXTINGUISHERS**

All fire extinguishers shall be fully charged

**Q.24 TESTS**

Sewerage pipe lines, sanitary plumbing including fittings and hot and cold water supply and fire service shall be tested to the approval of the Principal Agent and Local Authority

The Contractor shall provide all testing apparatus, material and labour required for the tests and inspections



## **R. GLAZING**

### **R.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Glass in building	SANS 50572-1 to 5
Glazing putty for wooden and metal window frames	SANS 680
Silvered glass mirrors for general use	SANS 1236
Safety and security glazing materials for buildings	SANS 1263-1 to 3
Sealing compounds for the building industry, one Component, silicone-rubber based	SANS 1305
The installation of glazing materials in buildings	SANS 10137
Work on glass for glazing	SANS 1817

### **R.2 PUTTY ETC**

Glazing putty shall be Type I for wooden sashes and Type II for steel sashes. Putty for glazing to unpainted hardwood shall be tinted to match the colour of the wood

Back putty shall not exceed 3mm thick. Putty shall not be painted until it has formed a surface crust, and if the putty does not form a surface crust it shall be replaced

Butyl putty shall be used where glass is to be fixed in aluminium sashes with glazing beads

Non-setting compounds shall be used where laminated glass is fixed in sashes with glazing beads



## **S. PAINTWORK**

### **S.1 MATERIALS AND WORKMANSHIP**

Materials and workmanship shall comply with the following standards:

Decorative paint for interior use	SANS 515
Decorative high gloss enamel paints	SANS 630
Primers for wood (for external work)	SANS 678
Primers for wood (for internal work)	SANS 678
Zinc phosphate primer for steel	SANS 1319
Undercoats for paints (except emulsion paint)	SANS 681
Aluminium paint	SANS 682
Varnish for interior use	SANS 887
Emulsion paints	SANS 1586

Materials for paintwork shall be delivered to the site in unopened containers and applied in accordance with the manufacturer's instructions. Materials shall be suitable for application to the surfaces concerned. Undercoats shall be as recommended by the manufacturer of the finishing coats

### **S.2 PREPARATORY WORK**

#### **S.2.1 Plastered surfaces etc**

Plastered surfaces shall be thoroughly inspected and, if necessary, washed down and brushed in order to remove any traces of efflorescence and allowed to dry completely before any paint finish is applied. Before any paint is applied, holes, cracks and irregularities in plaster and other surfaces shall be filled with a suitable filler and finished smooth. Unfinished concrete surfaces shall have all projections rubbed off and shall be thoroughly cleaned with a spirits-of-salts solution (1 part concentrated spirits-of-salts to 4 parts water)

#### **S.2.2 Metal surfaces**

Metal surfaces shall be sanded, where necessary, washed with a suitable cleaning agent and left smooth

Protective coatings applied by manufacturers to galvanized metal surfaces shall be removed with a suitable agent and the surfaces washed down

Rust, grease and defective factory primers on metal surfaces, as well as pitch on cast iron pipes, shall be removed

#### **S.2.3 Wood surfaces**

Knots in woodwork shall be treated with knotting. Minor blemishes shall be filled with a suitable filler. Wood surfaces shall be sanded smooth

### **S.3 APPLICATION OF PAINT**

Primers to wood surfaces shall be applied by brush. Primers to other surfaces may be applied by roller with the approval of the Principal Agent. Undercoats and finishing coats may be applied by brush or roller

Paint shall not be sprayed on except in the case of cellulose and other special paints where spray painting is the accepted method of application

Before subsequent coats of paint are applied the previous coat shall be properly dry and shall be sanded down where necessary

#### **S.4 COLOUR SCHEME**

A colour scheme comprising colours and the blending of colours approved by the Principal Agent shall be used for the paintwork. The tints of the undercoats shall closely match the finishing coat but nevertheless differ sufficiently to indicate the number of undercoats. Colour samples of the finishing coats shall be provided in all cases

#### **S.5 GENERAL**

Paintwork shall include the preparation of surfaces, filling, stopping, sanding and priming of nail heads and screws. Where windows, sashes, etc are to be painted, the rebates of the openings to be glazed shall be primed

## **T. PAPERHANGING**

### **T.1 PREPARATORY WORK**

Plaster surfaces to be papered shall be dry, thoroughly cleaned down, filled with a suitable filler as necessary to obtain a smooth surface and painted thereafter with a single coat of emulsion paint

Wood surfaces to be papered shall be knotted, stopped and sanded

### **T.2 PAPERHANGING**

Wallpaper shall be hung in vertical long lengths. Vertical joints shall be close-fitted and plumb and the paper shall be tightly fitted to skirtings, ceilings, door frames, windows, etc. Horizontal joints will not be allowed

## **U. EXTERNAL WORKS**

### **U.1 GENERAL**

#### **U.1.1 Excavations**

Excavations shall be deemed to be in "earth"

### **U.2 LANDSCAPING**

#### **U.2.1 Topsoil**

Topsoil shall vary between sandy loamy soil and sandy clayey soil with an ideal composition of 15% to 25% clay, 10% silt/sludge and 65% to 75% sand, with a minimum ratio of organic material of 2%. All material shall be free of harmful deposits as well as unwanted seeds

#### **U.2.2 Compost**

Compost shall be composed of properly decayed organic material, free from harmful deposits, salts, seeds and other waste material and shall have a pH of more than 4 and less than 7

#### **U.2.3 Mulch**

Mulch shall be approved organic material free from small particles of bark residue, fungus, disease, etc

#### **U.2.4 Lime**

Lime shall be agricultural lime of an approved manufacture

#### **U.2.5 Fertilizer**

Fertilizer shall be of the type specified, mixed thoroughly into the soil as prescribed. No fertilizer shall be added more than two weeks prior to planting

#### **U.2.6 Backfilling**

Backfilling in plant and tree holes shall be composed of two parts topsoil to one part compost mixed thoroughly together and compacted by foot in 100mm layers. Fertilizer shall only be added if prescribed

#### **U.2.7 Pebbles**

Pebbles shall be smooth with a uniform colour and form and ranging in size from 50mm to 75mm diameter. Removal of pebbles from river beds shall be done selectively to avoid any major disruption to the ecology of the river and environment

#### **U.2.8 Plant material**

##### **U.2.8.1 General**

All plant material (plants, shrubs, trees, etc) shall be obtained from a registered nursery and shall be free from damaged parts, parasites, fungus, other plant diseases or insects. No container-bound plants will be acceptable

##### **U.2.8.2 Trees**

The height of trees described in the bills of quantities shall be measured from the top of the root ball to the top of the tree. Where trees are pruned, such prune wounds shall not be more than 25mm in diameter and be sealed with an approved sealing compound

##### **U.2.8.3 Shrubs and small plants**

Shrubs and small plants shall meet the requirements for height and spread as specified. Thin or sparsely branched plants shall not be accepted. Branches shall be well spread with ample young branches and the plant as a whole shall be growing well

##### **U.2.8.4 Groundcover**

Groundcover shall be dense and healthy and shall comply with the minimum requirements for leaf density as specified

Formal grass shall be planted as runners in 50mm deep drills at 150mm centres unless otherwise described

#### **U.2.9 Cultivation and preparation of planting areas etc**

All surface rocks and stones larger than 50mm shall be removed before commencing cultivation and preparation. The entire area shall be ripped and rotavated using approved machinery by breaking up the earth to a depth of 300mm at 600mm centres in both directions, unless otherwise described, and then levelled. Where fertilizer or compost is specified, it shall be worked into the topsoil after ripping and rotavation to a depth of 300mm and finished to final levels

All fertilizer to areas to be grassed shall be strewn on the final layer before final finishing is commenced and worked mechanically into the top 150mm soil

#### **U.2.10 Planting procedure**

Holes for shrubs and groundcover shall be as follows:

Shrubs – 500 x 500 x 500mm deep

Groundcover – 300 x 300 x 300mm deep (if not planted in drills)

Holes for trees shall be square, of adequate size to accommodate the root system and suitable for the height of the tree

All plant material shall be watered thoroughly before careful removal from the container and planted in the prescribed planting medium with the top of the soil in the container finishing level with the surrounding area. Water dams size 800mm diameter x 150mm deep and 500mm diameter x 150mm deep shall be formed around trees and shrubs respectively and all planting material shall be watered immediately after planting. Trees, shrubs, etc shall be properly staked or stayed, depending on their size, on the prevailing windy side with patent tree ties

#### **U.2.11 Maintenance**

All planted areas shall be maintained for a period of three months after practical completion as defined in the contract with the exception of hydroseeded areas which shall be maintained for 12 months after an acceptable cover has been obtained

This maintenance shall consist of keeping clear of weeds and litter, loosening soil where necessary every two weeks, replacing damaged, diseased or dead plants, pruning, cutting and mowing as necessary and watering so as to keep the plant material in a healthy growing condition

### **U.3 ROADWORK**

#### **U.3.1 Filling**

Filling under roads etc shall be of inert material having a maximum plasticity index of 10, free from large stones etc spread, levelled, watered and compacted in layers not exceeding 200mm thick to a density of 98% Mod AASHTO

#### **U.3.2 Preparation of sub-grade**

The sub-grade shall be prepared by scarifying for a depth of 150mm and compacting to a density of 98% Mod. AASHTO, including trimming to the correct levels and grades

#### **U.3.3 Base course**

The base course shall consist of crusher run stone compacted to a density of 98% Mod. AASHTO and finished to the correct levels and grades

#### **U.3.4 Weed killer**

The completed sub-grade shall be treated with an approved total weed killer

#### **U.3.5 Bituminous premix road surfacing**

Before spreading the premix material, the base course shall be swept clean and free from all dust, dirt and loose particles, lightly wetted and sprayed with a prime coat of cutback bitumen complying with SANS 308 at the rate of 1 litre/m<sup>2</sup>

The material shall consist of semi-gap graded crushed stone aggregate having the following grading:

Sieve size (mm)	% By mass passing sieve
13,2	100
4,75	45-60
2,36	42-55
1,18	40-52
0,3	25-45
0,075	5-12

The aggregate shall be mixed with bituminous road tar binder complying with SANS 748 at the rate of 1m<sup>3</sup> of stone to 120 litre of emulsion at atmospheric temperature

The binder shall be added to the stone and mixed until the stone is uniformly coated. Thereafter 5% of clean, dry quartzitic sand shall be added and mixed until evenly distributed through the mixture

The premix shall be applied only after the primer has dried out completely and shall be spread immediately after mixing and rolled on the same day

Spreading shall be done evenly over the prepared base course to a loose depth sufficient to ensure the consolidated thickness specified

Rolling shall commence as soon as the binder has set sufficiently, followed after three days by a final rolling

#### U.3.6 Precast concrete block road surfacing

Paving blocks shall be precast concrete blocks complying with SANS 1058

Blocks shall be laid to true levels and grades on and including a 25mm thick layer of river sand with joints exceeding 2mm and not exceeding 6mm wide

After laying, the paving shall be compacted by means of a vibrating plate compactor, with joints between the blocks filled in, after compaction, by sweeping in fine sand

Infill areas at edges of paving constituting less than 25% of a full block unit and of 25mm minimum dimension shall be filled with Class C prescribed mix unreinforced concrete with top surface trowelled smooth to match blocks. Smaller areas shall be filled with 1:4 cement mortar

#### U.3.7 Precast concrete kerbs and channels

Precast concrete kerbs and channels shall comply with SANS 927, generally in 1m lengths and finished smooth from the mould on exposed surfaces. Kerbs and channels shall be bedded on and jointed in 1:3 cement mortar and pointed with keyed joints. Bases to kerbs shall be Class B prescribed mix unreinforced concrete

#### U.3.8 Process control tests

The Contractor shall be responsible for carrying out all necessary process control tests on the density and moisture content of the compacted sub-grade, base course, etc to ensure that the required compaction is being attained

### U.4 FENCING ETC

#### U.4.1 Materials

Materials and workmanship shall comply with the following specifications and requirements :

Wooden poles, droppers, guardrail posts and spacer blocks	SANS 457-2&3
Zinc-coated fencing wire	SANS 675
Prefabricated concrete components for fencing	SANS 1372
Chain-link fencing and its wire accessories	SANS 1373

Fasteners	SANS 1700
Anti-intruder fences	CKS 451
Metal droppers and standards	CKS 451
<b>U.4.2 Galvanized wire</b>	
All galvanized wire shall be zinc coated wire with Class B zinc coating. Straining wire shall be 4mm diameter galvanized mild steel wire. Tie wire shall be 1,6mm diameter galvanized mild steel wire	
<b>U.4.3 Plastic coated wire</b>	
Plastic coated straining wire shall be 3,15mm diameter Class C galvanized mild steel wire plastic coated to an overall diameter of 3,95mm	
Plastic coated tie wire shall be 1,8mm diameter Class C galvanized mild steel wire plastic coated to an overall diameter of 2,5mm	
<b>U.4.4 Galvanized barbed wire</b>	
Galvanized barbed wire shall be 2,5mm diameter mild steel double strand reverse twist zinc coated barbed wire with Class A zinc coating	
<b>U.4.5 Galvanized wire mesh</b>	
Galvanized wire mesh shall be 50mm mesh chain link netting of 2,5mm diameter Class C galvanized mild steel wire	
<b>U.4.6 Plastic coated wire mesh</b>	
Plastic coated wire mesh shall be 50mm mesh chain link netting of 2,5mm diameter Class C galvanized mild steel wire plastic coated to an overall diameter of 3,25mm	
<b>U.4.7 Galvanized welded wire mesh</b>	
Galvanized welded wire mesh shall be fabricated from pre-galvanized wires to rectangular pattern welded together at each intersection using a welding method which forms a zinc oxide protective coating at each intersection	
<b>U.4.8 Razor wire</b>	
Razor wire shall be fabricated from 2,5mm diameter galvanized high tensile steel wire fitted with razor barbs formed of 0,5mm galvanized steel strip clipped on at 37,5mm centres	
<b>U.4.9 Metal droppers and standards</b>	
Droppers shall be of ridged T-section mild steel with a mass of not less than 0,55kg/m. Standards shall be of I- section mild steel with a mass of not less than 3kg/m or of ridged edge Y-section mild steel with a mass of not less than 2,5kg/m, and shall be driven 600mm deep into the ground	
Droppers and standards shall have either galvanized, sprayed metal or painted finish as described in the items and in accordance with CKS 451. In addition, those surfaces of standards embedded in the ground shall be coated with bitumen	
<b>U.4.10 Metal posts and stays</b>	
Posts and stays shall comply with CKS 451 and shall be of black galvanized mild steel tubing as specified	
Straining posts shall be of 108mm outside diameter x 3mm wall thickness tubing, each with a 300 x 300 x 5mm thick mild steel sole plate and a steel cap welded on	
Intermediate posts shall be of 50mm outside diameter x 2,5mm wall thickness tubing, each with a 230 x 230 x 5mm thick mild steel sole plate and a steel cap welded on	
Stays for straining posts shall be of 50mm outside diameter x 2,5mm wall thickness tubing, each with a 230 x 230 x 5mm thick mild steel sole plate welded on and fixed raking with top end flattened, bent, holed and bolted to straining post with and including a 5mm diameter galvanized mild steel bolt with nut and washer	
Posts and stays shall have either galvanized or painted finish as described in the items and in accordance with CKS 451. In addition, sole plates and portions of posts and stays embedded in ground shall be coated with bitumen	

#### **U.4.11 Timber posts, stays and droppers**

Timber posts shall be 125mm diameter, timber stays shall be 100mm diameter and timber droppers shall be 30mm diameter

#### **U.4.12 Prestressed concrete posts and stays**

Prestressed concrete posts and stays shall be finished smooth from the mould and uniformly stressed by means of high tensile longitudinal prestressing wires with concrete cover to wires of not less than 20mm

Corner and straining posts shall be 100 x 100mm and intermediate posts and stays shall be 75 x 75mm. Stays shall be fixed raking with top end splayed and glued to posts with a suitable epoxy compound

#### **U.4.13 Bolts, nuts and washers**

Straining eye bolts, hinge bolts, bolts, nuts and washers shall be galvanized

#### **U.4.14 Precast concrete fencing**

Precast concrete fencing over sloping terrain shall be stepped to suit terrain, including the use of increased lengths of posts as necessary, excavation, etc

#### **U.4.15 Concrete bases**

Bases in ground for posts, stays, etc shall be of Class B prescribed mix concrete with tops 100mm below surface of ground

Sizes of concrete bases for posts, stays, etc shall be as follows:

Straining and gate posts	—	450 x 450 x 700mm deep
Intermediate posts	—	300 x 300 x 600mm deep
Stays	—	600 x 300 x 500mm deep

#### **U.4.16 Security overhangs**

Where fencing is described as having a security overhang, the posts and standards shall have angular (single arm) extension arms

Extension arms shall be attached to the posts and standards by welding in the case of steel and by spiking in the case of timber

Concrete extension arms shall be cast integrally with the post or standard

Barbed wire to security overhangs shall be tightly strained and wired at each intersection with extension arms and shall have barbed wire braces at 450mm centres between standards, posts, etc wired onto the barbed wire and the top straining wire

#### **U.4.17 Gates**

Gates shall be formed of 40mm outside diameter x 2,5mm wall thickness mild steel tubular framework with welded joints, strongly braced as necessary and filled in with wire mesh as described above, properly strained and securely bound to framework with tie wire





public works

Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL

Annexure 5

**Joint Venture Agreement**  
**(March 2004)**  
**(First Edition of CIDB document 1017)**

1. **PREAMBLE**

This agreement is made and entered into by and between

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the first part and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the second part and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

for the exclusive purposes of securing and/or executing the Contract to be awarded by

*(name of Employer)*

**to the KZN Department of Transport in respect of the following project:**

*for (brief description of Contract)*

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE : NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**'Member'** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

**'Member's Interest'** means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

**'Representative'** means the person representing a Member on the Management Committee.

**'Schedules'** means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

**'Specific Provisions'** means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

3. **JOINT VENTURE GENERAL**

3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

- 3.7 Assignment  
No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.
- 3.8 Subcontracting  
No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.
- 3.9 Variations to Agreement  
No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.
- 3.10 Liability  
Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.  
It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

#### **4. MANAGEMENT OF JOINT VENTURE**

- 4.1 General  
The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

#### **4.2 Management Committee**

- 4.2.1 Composition  
The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management

- 4.2.2 Meetings  
Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

#### 4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

#### 4.2.4 *Powers and duties*

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

### 5 **RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

#### 5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. **BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. **INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

8. **DISPUTES**

8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. **DOMICILIUM**

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

Member No. 2

Thus done and signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

## WAIVER OF CONTRACTOR'S LIEN

### DEFINITIONS

Contractor: \_\_\_\_\_

Employer: Regional Director (KZN Department of Public Works)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

**KZN: DEPARTMENT OF TRANSPORT : ETHEKWINI DISTRICT : NORTHDENE :  
NORTHDENE HOSTEL : INSTALLATION OF BURGLAR GUARDS**

Site:

Region: eThekweni Municipality

### AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
For and on behalf of the contractor who by  
signature hereof warrants authorisation  
hereto