APPOINTMENT OF A SERVICE PROVIDER FOR THE REHABILITAION OF VRYHEID GRACE BOREHOLE WITHIN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY

AUGUST 2026

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A | GENERAL NOTES AND DISCLAIMER

1 COMPLETENESS OF THE DOCUMENT

1.1 The information provided in this document is done in good faith. Information regarding site conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.

1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.

2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.

2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

3 CONTRACT DOCUMENTS

3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2)

3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.

3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.

4.2 In instances were works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.

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B | SPECIAL CONDITIONS OF CONTRACT
Section 1: Amendments to GCC 2015 (3rd Edition)

This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.

GENERAL CONDITIONS OF CONTRACT AS PER GCC 2015 (III) AMENDMENTS

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "*(be it electronic or otherwise))* between the parties […] etc
2	1.2.1	Add	1.2.1.3	Extra sub clause: "*1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee."*
3	2.2.4	Add	2.2.4.2	*"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."*
4	2.3	Add	2.3.2	*The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.*
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "*an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering"*
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "*but not without giving prior notice to the Contractor"*, to appoint a person […]etc
7	3.3.3	Remove	3.3.3	*"Notwithstanding the aforesaid"* the powers and […] etc.
8	4.2.2	Add	4.2.2	[…] in terms of Clause 3.3.4. *"Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".*
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "*The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."*
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "*in accordance with clause 4.4.4"* shall not amount to, etc.
11	4.5.3	Insert	4.5.3	*"Unless specified otherwise in the procurement document",* the Contractor shall be […] etc.
12	4.7.1	Insert (2x)	4.7.1	[…] instructions for dealing therewith. "*The notification duty equally applies to the discovery of graves with human remains."* If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by *"at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works",*
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2:" by:*"suspend the commencement of the work until such time that the documentation is in order".*

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: *"(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."*
16	5.10.1	Remove	5.10.1	*"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand.".* If the Contractor suffers[…] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "*can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request"* in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[…] "the sum stated in the Contract Data" By: "*an amount of up to 0.05% of the contract sum minus the Contingencies"*
19	5.13.1	Remove	5.13.1	*"including special non-working days"*
20	5.13.1	Insert	5.13.1	[…] Practical Completion. "*This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments".* The imposition or […]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: *"to the extent that the works can be used for the purpose they were intended."*
22	5.14.3	Add	5.14.3.3	*"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."*
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list "*(Snaglist")* issued in terms of […] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion *"of Works".*
25	5.15.1	Add	5.15.1	*"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.*
26	5.14.5	Insert	5.15.5	Certificate of Completion *"of Works"*
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: *"beneficiary/ies"*
28	6.1.1	Add	6.1.2	Subclause: *This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.*
29	6.2.1	Insert	6.2.1	[…] Employer's Agent, "*if so requested in the Special Conditions of Contract for this Contract or the SLA",* as part of the […], etc.
30	6.4.1.4	Add	6.4.1.4	[…] of Clause 6.5, "*if the pricing schedule solicited rates for day work items".*

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	*"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."*
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, *"plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."*
33	6.6.3	Add	6.6.3	[…] Contract price *"and will not be paid out to the Contractor"*
34	6.7.1	Add	6.7.1.1 6.7.1.2	*"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if:* *6.7.1.1 The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;* *6.7.1.2 Reduced numbers, volumes and quantities would warrant consideration as savings*."
35	6.8.1	Add	6.8.1	*"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."*
36	6.8.2	Add	6.8.2	"set out in the Contract Price Adjustment Schedule" *"(Section 11.2)."*
37	6.8	Add	6.8.5	<u>New section:</u> "*6.8.5 Price adjustments through balancing of the pricing data* *"6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."*
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: […] incorporation in the Permanent Works. "*Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."*
39	6.10.1	Replace	6.10.1	"With regards to […] as the Employer's Agent may require) and" […] <u>By:</u> "*The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment.* The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify […] etc.

_#	SECTIO	ACTION	CLAUS	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause *before* present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): *"6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."*
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2 2*:* insert before start of sentence) *"6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation",* the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be shall be "based on" by: "*50% of the total' of* the purchase price […] etc.
43	6.10.3	Add	6.10.3	[…] Contract data. *"Apart from the retention percentage as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies*
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[…] in writing (in which even the shall be deemed to" to be corrected to […] in writing, in which *event the Employer's Agent* shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZNDARD Legal Services, the latter will prevail.
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	Entire Contract Price Adjustment Schedule by*:* *11. CONTRACT PRICE ADJUSTMENT SCHEDULE* *11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type.* *11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used:* *11.2.1. Table 1 (CPAP Work Group Indices);* *11.2.2. Table 2 (Construction Input Price Index (CIPI) – Material Purchases By Type of Service.* *11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.*

B | SPECIAL CONDITIONS OF CONTRACT
Section 2: Additional Special Conditions

1. *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
2. *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*

B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL

1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

1.1. The contract period from site hand over to the expiry of the liability period will be **Five (5) months.**

1.2. The completion period from site handover up to practical completion of the works will be **One (1)** month.

1.3. Works Completion, shall be no later than **one (1) month** after the period mentioned under (1.2), when all outstanding work from the snag list has been attended to.

1.4. The defect liability period is three (3) calendar months calculated from the date of the issuing of the Works Completion Certificate.

2. COMPETENCY OF THE SERVICE PROVIDER

2.1. The Bidder should have a CIDB contractor grading designation of **1 CE** or higher.

2.2. Geo-Hydrological services are to conform to the standards detailed in the *"Criteria for Ground-water Development for the Community Water Supply and Sanitation Programme"* by the Department of Water Affairs and Forestry 1996.

2.3. The consultant / organization must be registered and recognized for their proficiency in hydro-geological services. Valid proof of registration with the South African Council for Natural Scientific Professions (SACNASP) must be attached. *See Appendix 3A – Additional Information – Professional Registration.*

2.4. Registered and paid-up members of the Ground-water Association of KwaZulu-Natal must supply a copy of their membership details.

3. WATER AND POWER

3.1. The Contractor shall make the necessary arrangements for the provision of any water and power, and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.

3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

4.1. No housing is available, nor will (temporary) accommodation for staff or labourers be allowed.

4.2. No persons other than a night watchman may sleep in the camp.

4.3. The contractor is to make portable toilets available for his staff and workforce.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.

5.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

6. LABOUR SOURCE & CAPACITY

6.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

6.3 The contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.

6.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employer's Agent shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the Principal or his representative.

8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

9.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his/her expense.

9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10. DAMAGE TO PROPERTY

10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.

10.3. The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

11. DAILY RAINFALL RECORDS

11.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.

11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

12. INSPECTION OF WORK

12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.

12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

13. NOTICE OF COVERING WORK

13.1. The Contractor shall give due notice to the Engineering Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.

13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

14. SUB-CONTRACTED WORK

14.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.

14.2. The contractor shall not sub-contract the entire contract.

15. INSURANCES

15.1. Refer to GCC 2015 section 8.6.1 (Insurances)

15.2. Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:

15.2.1. Insurance against damage, destruction or loss to 50% of the value of the contract.

15.2.2. Public Liability insurance.

15.2.3. All risks (works) policy and Political.

15.3. The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

16. OCCUPATIONAL HEALTH AND SAFETY

16.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014,* as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.

16.1.2. Preparation of safe work procedures.

16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.

16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 2A.

16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.

16.1.6. Regular updating of all of the above.

16.1.7. Provision of medical certificates of employees.

16.1.8. Provision of PPE and protective clothing for employees.

16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.

16.1.10. Provision of forced ventilation (as required when working in confined spaces).

16.1.11. The completion and checking of the safety file upon completion of the works and handing.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHSA Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

16.2. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

16.3. The bidder is to indicate in Appendix 2A – Tables 1.1 & 1.2 the bid amounts for the OHS related items. These totals are to be transferred to the P&G items 1.2.8 and 2.2.6 for Fixed and Time Related costs respectively.

16.4. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

16.5. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

16.6. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014**.**

16.7. The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

17. QUANTITIES OF WORK

17.1. This is a re-measurement contract in terms of GCC 2015 – Definition 1.1.1.28 and Section 6.1.2 (Amendment 28). The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

17.2. The project to be implemented in Two phases.

17.2.1. Phase-1: Assessing existing borehole and repost findings.

17.2.2. Phase-2: rehabilitation of the borehole as per findings and restore to be fully functional

17.3. The Department would complete the Two phases depending on the assessment reports. The Department reserves the right to stop and cancel the contract in the event where new borehole is required.

18. PROGRESS PAYMENTS

18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.

18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.

18.3. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.

18.4. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.

18.5. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

18.6. With typicality one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.

18.7. The contractor shall be paid in up to a **maximum of ten (10) part payments,** not exceeding the number reflected on the official Order.

18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).

18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.

18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).

18.11. The penultimate payment occurs after *Works completion*. The final payment will be made at *Final (Approval) completion* after the two (2) months' liability period when the contractor has dealt with all defects, if any.

19 RETENTION MONEY

19.1 If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to, but not including Practical completion.
Refer to GCC (2015) 6.2.2. (Contractor failing to select or provide security).

19.2 In case a bank/insurance/performance guarantee was issued, the retention will be 5% of the payment due.

19.3 The Department will pay out half of this retention, or 5% (2.5%) of the bid value as part of the second last payment at **practical completion** of the works. The remainder, *viz* 5% (2.5%), will be paid out at towards the end of the defect liability period, in this case two (2) months after Completion of Works, the bidder having eliminated all defects, if any.

19.4 In some instances, the Employer's Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified if such would be the case.

19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

20 DEFECT LIABILITY PERIOD

20.1 The defect liability period is **three (3) calendar months** calculated from the date of the issuing of the Works Completion Certificate.

20.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

20.3 In addition, GCC 2015 – clause 5.16.3 ("Latent defect liability") will apply.

21 CONTINGENCIES

21.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. **Payment of (part of) the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.

21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, (the) supplier(s)' quotes is/are to be submitted with the Contractor's quote for the agreed upon contingencies.

21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

22.1 The project has to reach practical completion within **One (1) months,** calculated from the date of the site handover.

22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **Two (2) months** after the site hand over.

22.3 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

22.4 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.

22.5 The date of completion will be extended only to the extent approved by the Department.

22.6 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.

22.7 When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:

5.5 (Time for Practical Completion)	5.10 (Delays attributable to the employer)
5.12 (Extension of time for Practical Completion)	5.13 (Penalty for Delay),
2.2 (Adverse physical conditions)	2.3 (Technical data)
2.4 (Ambiguity and discrepancy)	4.8 (Facilities for others).

23 COMPLETION OF THE WORKS

23.1 Work completion will be established over three stages:

23.1.1 Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

23.1.2 Completion of Works

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of the retention money.

23.1.3 Final Approval completion

Final Completion occurs after expiry of the liability period, 2-12 months after Completion of Works.

23.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been completed.

24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

24.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.

24.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

24.3 The Department will deduct a penalty for late completion of **up to 0.05% of the contract value per working day delay.** This will be deducted from the retention.

24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

25 BALANCING OF THE BID

25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

25.2 A bid will be considered to be *out of balance* if:

25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):

25.2.1.1 Fixed Charge Preliminaries
25.2.1.2 Time-Related Preliminaries

Exceeds a maximum of 15 % of the contract value (excluding contingencies, contract price adjustment and VAT).

25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.

25.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.

25.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.

APPOINTMENT OF A SERVICE PROVIDER FOR THE REHABILITAION OF VRYHEID GRACE BOREHOLE WITHIN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY

C | TERMS OF REFERENCE

1. BACKGROUND

1.1. The Department endeavors to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment. Vryheid grace house borehole is one of the projects planned by the department to create such economic opportunities for the community.

1.2. The KwaZulu Natal Department of Agriculture and Rural Department Development endeavors to comply with the Occupational Health and Safety Act 85 of 1983 requiring employees to offer to provide safe workplaces and employees to take reasonable care of their health and safety. The Department has therefore prioritized the need to assist Vryheid grace house garden rehabilitation of the existing borehole

2. SCOPE OF SERVICES

2.1. The following are the scope of works for this contract. Details are specified in the Scope of Works section and in Section F: Project Particular Specifications.

2.1.1. Borehole inspection by a qualified specialist

2.1.2. Repair or replacement of borehole pump (subject to inspection findings) with suitable borehole control box

2.1.3. Replacement of stolen electrical plug and wiring

2.1.4. Reinstallation of 2 x 5000L water tanks with pipework and fittings

2.1.5. Testing & Equipping of the borehole

2.1.6. Supply delivery and installation of 1.8m welded mesh fence around the borehole

2.1.7. The Contractor shall provide all labour, supervision, plant, equipment, transport, materials, testing and commissioning necessary to complete the works

3. OBJECTIVES

3.1. To appoint a suitable and competent Service Provider to rehabilitate a borehole. Developing the borehole includes: inspection of existing borehole, rehabilitate, testing & Equipping of the borehole.

3.2. Work to be of a high standard and be completed in the shortest practical time whilst making use of local labor where practical possible.

4. SITE LOCATION

4.1. Vryheid Grace house Project is located in the Abaqulusi area, under the Abaqulusi Local Municipality, within the Zululand District Municipality, KwaZulu-Natal.

4.2. The location of the project is in the following coordinates 27°46’7.452”S; 30°50’56.898”E.

D | DETAILED SCOPE OF WORKS

1. SCOPE OF SERVICES

1.1. Removal of existing pump.

1.2. Conduct Borehole inspection by a qualified specialist

1.3. Supply, deliver, install, test and commission of new submersible pump (if required) with suitable control box.

1.4. Replacement of rising main.

1.5. Replacement of safety cable.

1.6. Replacement of electrical cable.

1.7. Installation of new borehole capping plate/wellhead seal

1.8. The Contractor shall reinstall:

1.8.1.2 × 5000 litre polyethylene water storage tanks.

The works shall include:

1.8.2.Supply and installation of pipework and fittings

1.9. Modify the existing Borehole protection concrete ring lid to be lockable.

1.10. Supply deliver and installation of 1.8m welded mesh fence with 3 razor wire flat raps with pedestrian gate around the borehole.

1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

2.1. For the purpose of this Contract the relevant SANS 2001 Standards, and SANS 10120 Practice Codes shall apply. Where no new SANS 10120 Practice code is available, the old SABS 0120 code will apply.

2.2. The following (Part 2) Project Specifications sections shall in particular apply here:

2.2.1. SANS 10121 – 2 A : General
2.2.2. SANS 10121 - 2 AA : Small Works,
2.2.3. SANS 10121 – 2 C : Site Clearance)
2.2.4. SANS 10121 – 2 DA : Earthworks (Small works)
2.2.5. SANS 10121 – 2 DB : Earthworks (Pipe trenches**)**
2.2.6. SANS 10121 – 2 GA : Concrete – (Small Works).
2.2.7. SANS 10121 – 2 H : Structural Steel
2.2.8. SANS 10121 – 2 HB : Cladding & Sheeting

3. APPLICABLE STANDARDS: MODEL PREAMBLES FOR TRADE (2008)

3.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Model Preambles for Trade" (2008 version), issued by the Association of South African Quantity Surveyors.
This covers the following categories (items in italics in particular apply to this contract):

Model Preambles for Trade (2008) (MPT2008)	
A | General	B | Alterations
C | Earthworks	*D | Concrete, Formwork and Reinforcement*
E | Precast Concrete	F | Masonry
G | Waterproofing	H | Roof Coverings etc
I | Carpentry and Joinery	J | Ceilings, Partitions and Access Flooring
K | Floor Coverings, Wall Linings, etc	L | Ironmongery
M | Structural Steelwork	N | Metalwork
O | Plastering	P | Tiling
Q | Plumbing and Drainage	R | Glazing
S | Paintwork	T | Paperhanging
U | External Works	

4. MATERIALS AND CONSTRUCTION

4.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc… All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations.

5. CONCRETE MIXES

5.1. All required concrete to be mechanically mixed on site.

6. STANDARD PLASTER & MORTAR MIXES

6.1. The standard **plaster** mixes are as listed in Table 2:

TABLE 2: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	**1 : 4**	**50**	**0-10**	**130**
General purpose	1 : 5	50	0-40	165

6.2. The standard **mortar** mixes are as listed in Table 3:

TABLE 3: STANDARD MORTAR MIXES

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
This project	**1 : 5**	**50**	**0-25**	**165**

7. FINISHES TO IN-SITU CONCRETE

7.1. Class U1 Ordinary Finish
Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

7.2. Class U2 Wood Float Finish
The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

7.3. Class U3 Coarse Brush Surface Finish
The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. “Brushing” shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

7.4. Class U4 Steel Float Finish
The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

8. Concrete strength testing

8.1. Compressive strength testing

8.1.1. Two sets of two cubes (for 7 and 28 days testing) should be tested per batch for 7 and 28 days testing. Certified lab to conduct the tests and test results to be submitted before payments for concrete bases can be made.

8.1.2. If the strength of any specimen varies by more than 15 percent of average strength, the work of which the sample was taken will be rejected. The average of three specimens gives the crushing strength of concrete. Deviations of the crushing strength by more than 10% below the required strength (25 Mpa) will result in rejection of the bases of which the samples were taken. These will be destroyed and rebuilt. Careful referencing of samples will be required.

8.2. Cube test sampling & preparation

8.2.1. *Mixing of the concrete*

1. Mix the cement and fine aggregate on a water tight none-absorbent platform until the mixture is thoroughly blended and is of uniform color.
2. Add the coarse aggregate and mix with cement and fine aggregate until the coarse aggregate is uniformly distributed throughout the batch.
3. Add water and mix it until the concrete appears to be homogeneous and of the desired consistency.

8.2.2 Sampling of Cubes for Test

1. Clean the molds and apply oil.
2. Fill the concrete in the molds in layers approximately 5 cm thick.
3. Compact each layer with not less than 35 strokes per layer using a tamping rod (steel bar 16mm diameter and 60cm long, bullet pointed at lower end)
4. Level the top surface and smoothen it with a trowel.

8.2.3 Curing of Cubes

1. The test specimens are stored in moist air for 24 hours and after this period the specimens are marked and removed from the molds and kept submerged in clear fresh water until taken out prior to test.

9. SITE CLEARANCE

9.1. Applicable standards

SANS 2001 – Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

9.2. Cutting of trees

9.2.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.

9.2.2. *Branches overhanging boundaries*. The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.

9.2.3. *Preservation of trees*. No tree shall be cut down until the engineer has given written authorization for such work to commence.

9.3. Clearing

9.3.1. *Clearing shall consist of*:

9.3.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work**.**

9.3.1.2. The disposal of all material resulting from clearing.
9.3.1.3. The removal of rocks and boulders of size up to 0.15m^3 that are lying on the surface to be cleared or exposed during the clearing operations.
9.3.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.
9.3.1.5. The removal and stacking of other reusable materials as scheduled.

9.3.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.

9.3.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.

9.4. Grubbing

9.4.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.
9.4.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

9.5. Conservation of topsoil

9.5.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

9.6. Other general works specifications

9.7.1 Site demarcation. The access road layout must be pegged out by the contractor and will be checked by a Engineering representative before actual works can begin..

9.7.2 Safeguarding of materials. All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the school principles to safeguard it prior to installation. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.

9.7.3 SABS Compliance. Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the structure. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Departmental representative, the contractor may be instructed to halt construction and be replaced by another contractor.

9.7.4 Surplus material. Surplus material will be retained by the department and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the scheme. All material must be checked by a departmental representative prior to installation.

9.7.5 Soil heaps resulting from the leveling/clearing process must be leveled before the contractor leaves the site.

PPS1. Borehole Inspection

Prior to any rehabilitation works, the Contractor shall appoint a suitably qualified borehole specialist to undertake a complete inspection of the borehole.

The inspection shall include:

- Borehole camera inspection.
- Measurement of borehole depth.
- Measurement of static water level.
- Verification of pump installation.
- Inspection of rising main.
- Inspection of electrical cable.
- Inspection of safety rope.
- Pump functionality testing.
- Electrical insulation testing.
- Preparation of a detailed inspection report with recommendations.

The inspection report shall be submitted to the Engineer for approval before any repair work commences.

PPS2. Borehole Pump Rehabilitation

Following approval of the inspection report, the Contractor shall repair or replace the existing submersible pump where required.

The works may include:

- Removal of existing pump.
- Cleaning of borehole.
- Supply and installation of new submersible pump (if required).
- Replacement of rising main.
- Replacement of safety cable.
- Replacement of electrical cable.
- Installation of new non-return valve.
- Installation of new fittings.
- Installation of new wellhead seal/ capping plate.
- Modification of borehole concrete ring lid to be lockable.
- Testing of complete pumping system.

Any replacement pump shall match or exceed the existing pump capacity and duty requirements.

Electrical Works

The Contractor shall restore the complete electrical installation.

The works shall include:

- Supply, deliver and installation of suitable control box,including crossover switch to change from generator to electricity.
- Supply and installation of new waterproof electrical plug.
- Replacement of damaged electrical cable.
- Supply and installation of cable glands.

- Junction boxes.
- Conduit.
- Circuit protection.
- Earthing.
- Electrical testing.
- Commissioning.

All electrical works shall comply with **SANS 10142**.

PPS3. Reinstallation of Water Storage Tanks

The Contractor shall reinstall:

- 2 × 5000 litre polyethylene water storage tanks.

The works shall include:

- Supply and installation of pipework.
- Isolation valves.
- Overflow pipe.
- Drain valve.
- Interconnecting pipework.
- Tank outlet fittings.
- Tank inlet fittings.
- Pipe supports.
- HDPE piping.
- Testing for leaks.

The Contractor shall reconnect the tanks to the borehole supply system.

PPS4. Security Fencing

The Contractor shall construct a secure fenced enclosure around the borehole installation.

The fence shall comprise:

- 1.8 m high welded mesh security fence
- 2.4m x100-125mm Ø CCA Treated poles.
- Concrete foundations.
- 900m Lockable security gate.
- 3 flat wrap razor wire 500mm , top, middle, and bottom
- Warning signage.

The enclosure shall provide adequate protection against vandalism and unauthorized access.

PPS5. Testing and Commissioning

The Contractor shall:

- Test the borehole pump.
- Test electrical installation.
- Test flow rate.
- Test tank filling.
- Test control system.

- Demonstrate satisfactory operation.
- Submit commissioning report.

PPS6. PROJECT DELIVERABLES

The Contractor shall deliver:

- Borehole inspection report.
- Fully operational borehole pump.
- New electrical installation.
- Reinstalled 2 × 5000 L water tanks.
- Complete pipework and fittings.
- Secure fenced borehole enclosure.
- Testing and commissioning certificates.

G | LIST OF APPENDICES

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01	BoQ/ PRICING SCHEDULE – RETURNABLE	26 - 31
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APPENDIX 1

BOQ/ PRICING SCHEDULE THE REHABILITAION OF VRYHEID GRACE BOREHOLE WITHIN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY

NOTES

1. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
2. No claims in terms of variation orders can be made on account of the quantities and volumes, unless the figures would verifiably deviate substantially.
3. Contingencies are for the Project and not the Service provider. *Therefore the use of the Contingencies allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.*
4. Exclude VAT in your line item pricing.
5. Totals per page to be carried forward to Summary of Sections.
6. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred. Items which were not, or only partially, implemented, or are implemented at a lower specification, will constitute savings, and will be used up first before payment from the Contingencies allocation are considered.
7. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
8. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
9. The total of all P&G related items (excluding Provisional sums, Contingencies and VAT) should not exceed 15% of the total contract value.

ITEM #	PAY Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SANS 1200A	***BILL NO. 1 – PRELIMINARIES***				
1 .1	8.3	**FIXED-CHARGE ITEMS [1]**				
1.1.1	8.3.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance	Sum	1	R	R
1.1.2	8.3.2	Establishment of Facilities on the Site : Facilities for Contractor				
1.1.2.1		a) Offices and storage sheds	Sum	1	R	R
1.1.2.2		e) Ablution and latrine facilities	Sum	1	R	R
1.1.2.3		f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Sum	1	R	R
1.1.2.4		g) Water supplies, electric power and communications	Sum	1	R	R
1.1.2.6		h) Removal of Contractor's Site establishment on completion The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of A.1.2, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineering Representative.	Sum	1	R	R
1.1.2.7	8.3.4	Clean up site and removal of building rubble etc. off-site upon completion of project	Sum	1	R	R
		OHS COMPLIANCE				
1.1.3		All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1 - 16.8 (Occupational Health & Safety) **> Insert the Total here for Fixed Items from Appendix 2A, Table 1.1.**	Sum	1	R	R

Sub-Total Page 1 > Carry Forward To Summary Page Summary Page >	

[1] *Amounts or parts thereof will only be paid out if actual approved expenditure has occurred. <<<*

APPENDIX 1 | PRICING SCHEDULE | SECTION 1 | P&G'S – TIME RELATED ITEMS | PAGE 2

ITEM #	PAY Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SANS 1200A	***BILL NO. 1 – PRELIMINARIES***				
1.2	8.4	**TIME-RELATED ITEMS [1]**				
1.2.1	8.4.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance.	Month	1	R	R
1.2.2	8.4.2	Establishment of Facilities on the Site :				
		Facilities for Contractor				
1.2.2.1		a) Offices and storage sheds	Month	1	R	R
1.2.2.2		e) Ablution and latrine facilities	Month	1	R	R
1.2.2.3		f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Month	1	R	R
1.2.2.4		g) Water supplies, electric power and communications	Month	1	R	R
1.2.2.5		Other time-related obligations including site Supervision	Month	1	R	R
		OHS COMPLIANCE				
1.2.2.6		All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1-16.8 (Occupational Health & Safety) **> Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.**	Month	1	R	R

Sub-Total Page 2 > Carry Forward To Summary Page Summary Page >	**R**

[1] *Amounts or parts thereof will only be paid out if actual approved expenditure has occurred.*

APPENDIX 1 | PRICING SCHEDULE | SECTION 1 I P&G'S PROVIONAL SUM & DAY WORKS | PAGE 3

ITEM #	PAY Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.3		**PROVISIONAL SUM**				
1.3.1	PPS1	Borehole inspection by qualified borehole specialist, The inspection shall include: removal of existing pump, Borehole camera inspection, Measurement of borehole depth, Inspection of safety rope,Pump functionality testing etc... Preparation of a detailed inspection report with recommendations. ***The inspection report shall be submitted to the Engineer for approval before any repair work commences.***	Prov. Sum	1	R20 000.00	R20 000.00
1.3.2		% Mark Up (1.3.1)	%	____	R	R
1.3.3	PPS2	Supply and installation of new submersible pump as findings if required, including: safety cable, electrical cable and associated piping , fittings ,Suitable control box including crossover switch and all associated fitting and connections (to be approved by Engineer)	Prov. Sum	1	R20 000.00	R20 000.00
1.3.4		% Mark Up (1.3.1)	%	____	R	R
1.4	8.7	**Day Works**				
		General (Small Works) – Please note: Rates will only apply for additional, un-scoped contingency work. It would include Repairs to Damaged Services Which Could Have Been Reasonably Foreseen,				
1.4.1		**Labour** (rates per person per day)				
1.4.1.1		Skilled	Day	1	R	Rate Only
1.4.1.2		Semi-Skilled	Day	1	R	Rate Only
1.4.1.3		Un-Skilled	Day	1	R	Rate Only
1.4.2		**Plant** (rates per plant item per hour all-in, including fuel, operator and delivery to site)				
1.4.2.1		4X4 TLB	Day	1	R	Rate Only
1.4.2.4		Vibrating (Mini) Roller	Day	1	R	Rate Only
1.4.2.5		Plate Compactor	Day	1	R	Rate Only
1.4.2.6		Poke Vibrator and Drive	Day	1	R	Rate Only
1.4.2.7		Impact Rammer (Wacker)	Day	1	R	Rate Only
1.4.2.8		Concrete mixer	Day	1	R	Rate Only

SUB TOTAL - CARRY FORWARD TO PRICING SUMMARY >	**R**

[1] **Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<*

APPENDIX 1| PRICING SCHEDULE | SECTION 2| REHABILITATION OF A BOREHOLE | PAGE 4

ITEM #	PAY Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		**SITE CLEARING AND BOREHOLE REHABILITATION**				
2.1	SANS 1200C	SITE CLEARING				
2.1.1	8.2.1	Clearance of Vegetation: clear all vegetation, reeds, bushes, debris, silt, and other obstructions around borehole	m^2	50	R	R
2.2		BOREHOLE REHABILITATION				
2.2.1		Piping 32mm Class 10 HDPE (SABS approved)	m	150	R	R
2.2.2		Piping 40mm Class 10 HDPE (SABS approved)	m	150	R	Rate only
2.2.3		Supply, deliver and installation Tap stand with Concrete block (1.5mx1mx200mm) 20Mpa	No	1	R	R
2.2.3	PPS3	Installation of 2 × 5000 L existing polyethylene water storage tanks to their stands, including, pipe works and all associated fittings	No.	2	R	R
2.2.3		Modification of borehole concrete ring lid to be lockable using heavy duty steel, including heavy duty locker.	sum	1	R	R
Total Page 4 >> Transfer to Summary of Sections on Page						**R**

>> Only materials actually supplied & installed or services provided will be paid for. Contractor to submit invoices/ delivery notes etc. to prove expenditure if requested<<

APPENDIX 1 | PRICING SCHEDULE | SECTION 3| BOREHOLE FENCE I PAGE 5

ITEM #	PAY Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	PPS4	**BOREHOLE FENC FENCE**				
3.1		Excavate in all materials for fence and gateposts (300x300x600mm)	m^3	1	R	R
3.2		Supply, delivery, and installation of razor wire flat wrap 500mm	m	150	R	R
3.3		Supply, delivery, and installation of new Welded Mesh 50mm x 50mm - 1.8m galvanized welded mesh fence around	m	50	R	R
3.4		Supply, delivery, and installation of 2.4m x100-125mm Ø CCA Treated poles	No.	16	R	R
3.5		15Mpa Concrete for posts	m^3	1	R	R
3.6		Supply, deliver and install 2.1m x 900 galvanized gate with pad lock.	No.	1	R	R
Total Page 5>> Transfer to Summary of Sections on Page						**R**

APPENDIX 1 | PRICING SCHEDULE | SUMMARY | PAGE 6

BOQ/PRICING SCHEDULE **SUMMARY**		
PAGE	**DESCRIPTION**	**SUBTOTAL**
1	**1 | PRELIMINARY & GENERAL – PAGE 1**	**R**
2	**1 | PRELIMINARY & GENERAL – PAGE 2**	**R**
3	**1 | PROVISIONAL SUM "ONLY "– PAGE 3**	**R**
ST1	**SUBTOTAL P&G'S PAGES 1 & 2**	**R**
	Check: **ST1 (P&G excl. Provisional Sums) / ST3 (Total excl. VAT). Should not exceed 15%.**	
4	**2 | SITE CLEARING AND BOREHOLE REHABILITATION**	**R**
5	**3 I BOREHOLE FENCE**	**R**
ST2	**SUBTOTAL SECTIONS 2**	**R**
ST3	**TOTAL LINE ALL SECTIONS (ST1 + ST2)**	**R**
	CONTINGENCIES 10% OF SUBTOTAL	**R**
	TOTAL EX VAT	**R**
	15% VAT (ONLY IF BIDDER IS A VAT VENDOR)	**R**
	GRAND TOTAL	**R**

APPENDIX 2A - CONTRACTOR'S HEALTH & SAFETY DECLARATION

TO BE COMPLETED BY ALL BIDDERS

Contractor's Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department 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 No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. Tables below to be completed by bidder. Contractor to transfer the Totals to **P&G's Items A.1.2.8 and A.2.2.10** for the Fixed Charge and Time Related P&G's respectively. Only items against which actual expenditure has occurred will be paid for.

TABLE 1: COST OF SAFETY EQUIPMENT & OTHER COSTS RELATED TO OHS COMPLIANCE (FIXED CHARGE ITEMS)

COST ITEM DESCRIPTION	COST ALLOWED FOR IN BID
1 | FIXED COSTS - Add items as per risk assessment	
1.1 PPE	
1.1.1 Hard hats	R
1.1.2 Safety boots	R
1.1.3	R
1.1.4	R
1.1.5	R
1.2 Preparation, discussing and amending of Health & Safety Plan, including risk assessment & quality assurance plan.	R
1.3 Compilation and updating of a Health & Safety file	R
1.4 Medical examination of staff and temporary workers (app.5 people in total)	R
1.6	R
1.7	R
<< SUBTOTAL CARRIED TO P&G'S ITEM A.1.2.8	**R**

2 | TIME RELATED COSTS	
2.1 Implementation of the Health & Safety Plan	R
2.2 Construction Safety Officer	R
2.3 Training of staff and temporary workers	R
<< SUBTOTAL CARRIED TO P&G'S ITEM A.2.2.6	**R**

4. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

5. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.

6. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER ……..…….…. **DATE**…...……..……...….

(of person authorised to sign on behalf of the Bidder)

APPENDIX 2B | AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

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OHS AGREEMENT

To Be Completed By Appointed Contractor Only

>> TO BE COMPLETED BY APPOINTED CONTRACTOR ONLY <<

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

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by the Head of Department: Department of Agriculture & Rural Development
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his/her capacity as: .....

AND:

.....
(Hereinafter called the CONTRACTOR) of the other part, herein represented by:
.....
in his/her capacity as: .....
duly authorised to sign on behalf of the Contractor.

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

THE REHABILITAION OF VRYHEID GRACE BOREHOLE WITHIN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY

for the implementation of the works as per the Scope of Works and Specifications and Conditions provided in the contract documentation;

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

NOW THEREFORE the parties agree as follows:

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

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

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Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed at or and on behalf of the **EMPLOYER**

on this the …… day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: *1.* .....

2. .....

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

CONTRACTOR

on this the …….day of ..... 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: *1.* .....

2. .....

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APPENDIX 3 – VRYHEID GRACE BOREHOLE- AT ABAQULUSI LM - LOCALITY MAP

