

“ The City of Heritage ”



ULUNDI LOCAL MUNICIPALITY

QUOTATION NO.: 21/2023/2024/RFQ/09

QUOTATION DESCRIPTION

CONSTRUCTION OF LOMO COMMUNITY HALL IN WARD 15

CIDB CLASSIFICATION: 4CE/4GB OR HIGHER

SUBMISSION OF QUOTATION DOCUMENT DEADLINE

Date: Monday, 28 July 2025

Time: 12h00

Venue: Ulundi Municipality, SCMU, Corner of
Princess Magogo and King Zwelithini
Street, Ulundi, 3838

Name of bidder	
Contact person	
Tel/ Cell Number	
Email Address	
Physical Address	
CRS Number	
CSD Number	MAAA
Quotation Amount (VAT incl.)	R
Quotation Amount in words	



Sealed bid document must be deposited in the Tender Box provided at the Ulundi Municipality SCMU, Corner of Princess Magogo and King Zwelithini Street, Ulundi by no later than 12h00 on the 28th of July 2025. Please be advised that the bid number and closing date should be written at the back of the envelope.

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CHECK-LIST FOR TENDER SUBMISSION

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED
AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID
DOCUMENT:**

Page No.	Description	Yes	No	Remarks
6	MBD 1: Invitation to Bid			
8	Certificate of Authority for Signatory			
11	Compulsory Enterprise Questionnaire			
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17	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 – MBD 6.1			
20	Declaration of Bidders' Past Supply Chain Management Practices – MBD 8			
22	Certificate of Independent Bid Determination – MBD 9			
36	Bill of Quantities			
37	Declaration			
	Company Registration Documents, e.g. CIPRO			

THE TENDER

PART T1: BIDDING PROCEDURES**" The City of Heritage "****ULUNDI LOCAL MUNICIPALITY****T1.1 - BID NOTICE AND INVITATION AWARD**

Bids are hereby invited from suitable service providers of the following Ulundi Municipality projects:

Quotation No.	Quotation Description	Point System	Closing Date	Time	Technical enquiries	Contact number
21/2023/2024/RFQ/09	Construction Of Lomo Community Hall In Ward 15	80/20	28/07/2025	12h00	Miss P.T. Nxumalo	035 874 5100

Only service providers appointed in the established Panel of contractors for Civil Engineering related work for 36 months (Bid 21-2023/2024) will be considered.

Bid documents may be obtained at the Ulundi Municipality SCMU office, Corner of Princess Magogo and King Zwelithini Street, Ulundi. Bid documents must be submitted in a sealed envelope clearly marked with the bid number, closing date and, dropped off in the tender box at SCMU, Ulundi Municipality, Corner of Princess Magogo and King Zwelithini Street, Ulundi, 3838 by no later 12H00 of the above stated closing dates. The bid box is generally open from 07h30 to 16h30 Monday to Thursday and 07h30 to 15h15 Friday. All quotes must be submitted on the official forms – (Not to be retyped). This bid is subject to the general conditions of contract (GCC) and any other special conditions of contract.

NOTE:

1. Written quotations must be submitted based on the bill of quantities.
2. Written quotation documents including the bill of quantities may only be completed in **black ink**.
3. All prices must be quoted in South African Rand and the **pricing strategy is re-measurable**.
4. Quotations shall remain valid for **ninety 90 days** after the closure date.
5. No contract shall be concluded with any bidder whose tax matters are not in order.
6. **Please note that no quotations received after the closing time will be considered.**
7. Quotations will be evaluated on **Price and Specific Goals** in line with PPPFA and SCM policy of the municipality.
8. The Municipality reserves a right to apply objective evaluation criteria. Should the recommended bidder pose any of the above-mentioned risks after assessment.

This proposal will be evaluated using 80/20 Preferential Procurement Point system where 80 points are for price, and 20 points are for Specific goals in terms of SCM Regulation 2022.

Specific goals for the tender and points claimed as indicated per table below.

SPECIFIC GOAL ALLOCATED TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED
Black ownership with at least 51%	5
Black ownership with disabilities as defined by Empowerment Equity Act of 1998. (Attach certificate)	3
Black women ownership with at least 30% ownership	2
Black youth ownership by at least 30%	3
Black Military veteran ownership	2
Suppliers situated in the Local Municipality of the project/event.	3
Small, Medium & Micro Enterprise, makes a profit of less than R10 million a year.	2
TOTAL	20

Late tenders will not be accepted, and the Ulundi Municipality reserves the right not to make an award. Failure to comply with the above conditions will invalidate your offer.

Pre-qualification conditions for a quotation (PPPFA) Act 2000: Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) which is at least 51% owned by black people who are women and 51% owned by black people living in rural or underdeveloped areas or townships.

Kindly note that the successful bidder will be subjected to a screening process prior to the bid being awarded, should it be discovered that a successful bidder provided misleading information he/she will be disqualified with immediate effect.

SCM related enquires: NS Luziphlo (035 874 5100)

Mr. S.M. KHOMO

MUNICIPAL MANAGER

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ULUNDI LOCAL MUNICIPALITY/ MUNICIPAL ENTITY)				
QUOTATION NUMBER:	21/2023/2024/RFQ/09	CLOSING DATE:	28 JULY 2025	CLOSING TIME: 12H00
DESCRIPTION	CONSTRUCTION OF LOMO COMMUNITY HALL IN WARD 15			

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

BA 131 PRINCESS MAGOGO AND KING ZWELITHINI STREET				
ULUNDI				
3838				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]

SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
SCHEDULE 3: SIGNATURE OF BIDDER	SCHEDULE 4: DATE	
SCHEDULE 5: CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	PT NXUMALO
CONTACT PERSON	N.S. LUZIPHO	TELEPHONE NUMBER	035 874 5100
TELEPHONE NUMBER	035 874 5100	FACSIMILE NUMBER	035 874 5174
FACSIMILE NUMBER	035 874 5174	E-MAIL ADDRESS	tnxumalo@ulundi.gov.za
E-MAIL ADDRESS	nluzipho@ulundi.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORCIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PART 2: RETURNABLE DOCUMENTS

CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM
				Incorporated
				Unincorporated

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative:

‘Resolution of the Members’

Close Corporation:

‘Resolution of the Members’

Company:

‘Resolution of the Board’ signed by the chairperson

Joint Venture / Consortium:

‘Resolution/agreement passed/reached’ signed by the authorised representatives of the enterprises

MEMBERS RESOLUTION

QUOTATION NO. 21/2023/2024/RFQ/09: CONSTRUCTION OF LOMO COMMUNITY HALL IN WARD 15

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name:

Registration

Number: _____ RESOLUTION OF THE

DIRECTORS OF THE COMPANY etc RESOLVED that

, in his/her capacity as

_____, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.
(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Specimen signature of the signatory: _____

CERTIFICATE FOR JOINT VENTURE

QUOTATION NO. 21/2023/2024/RFQ/09: CONSTRUCTION OF LOMO COMMUNITY HALL IN WARD 15

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Bid No..... and any contract resulting from it on our behalf.

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	THORISING SIGNATURE, NAME AND CAPACITY
Lead partner

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB:

Section 4: CSD:

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 3 partners**

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

- (i) Authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- (ii) Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed :

Date :

Name :

Position :

**Enterprise
Name:**

DECLARATION OF INTEREST

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

3.9.1	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: 3.10.1 Name of person:	YES / NO
	Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars: 	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? 3.11.1 If yes, furnish the following particulars: Name of person:	YES / NO
	Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution:	
3.12	Are any of the company's directors, managers, principal shareholders, or stakeholders in the service of the state? 3.12.1 If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution:	YES / NO

	Any other particulars:	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders, or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution:	YES / NO
3.13.1	Any other particulars:	
3.14	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract? If yes, furnish particulars:	YES / NO
3.14.1		

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.	

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the municipality**

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

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

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

1.4 To be completed by the municipal:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for functionality and specific goals	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an municipality must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the municipality must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership with at least 51%	5	
Black ownership with disabilities as defined by Empowerment Equity Act of 1998. (Attach certificate)	3	
Black women ownership with at least 30% ownership	2	
Black youth ownership by at least 30%	3	
Black Military veteran ownership	2	
Suppliers situated in the Local Municipality of the project/event.	3	
Small, Medium & Micro Enterprise, makes a profit of less than R10 million a year.	2	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<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, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	<input type="checkbox"/>	<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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.7.1	If so, furnish particulars:		

*Indicate YES or NO

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality/ Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

Has been requested to submit a bid in response to this bid invitation;

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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

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

THE CONTRACT

C1. AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

CONSTRUCTION OF LOMO COMMUNITY HALL – WARD 15

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 PRICE INCLUSIVE OF 15% VALUE ADDED TAX IS:

..... Rand (in words);

R (in figures)

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

Signature

Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of 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. Failure to fulfill 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

**for the
Employer** Ulundi Local Municipality
BA 131 Corner of Princess Magogo and King Zwelithini Street
Ulundi
3838

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject

Details

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

2 Subject

Details

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

3 Subject

Details

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

4 Subject

Details

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

5 Subject

Details

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

By the duly authorized 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

C.1.2 Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 365 days, measured from the date of the Certificate of Completion.

Clause 1.1.1.15: Employer

The **Employer** is **ULUNDI MUNICIPALITY**, represented by **Miss P.T. Nxumalo** and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Engineer

The **Engineer**, referred to in the documents, is the Technical Services Department, **Ulundi Municipality** acting through a Director or an official authorised thereto in writing.

The name of the Engineer is: **Miss P.T. Nxumalo** or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement.

Clause 1.1.1.28: Scope of Work

Replace with the following:

"**Scope of Work**" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 “Drawings” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.2.1.2: Notices

The name of the Employer is : **ULUNDI MUNICIPALITY**

The address of the Employer is : Corner of Princess Magogo and King Zwelithini Street
Ulundi
3838

The name of the Engineer is : **TECHNICAL SERVICES, ULUNDI MUNICIPALITY**

The address of the Engineer is : Corner of Princess Magogo and King Zwelithini Street
Ulundi
3838

Clause 1.3.5: Contractor's Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer's Approval Required

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. The reduction of a penalty for delay in terms of Clause 5.13.2.
2. The issuing of a variation order in terms of Clause 6.3.2.
3. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
4. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
5. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
6. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 4.4: Subcontracting

4.4.1 Re-word this sub-clause as follows:

The Contractor is mandated to subcontract a minimum of 30% of the work to Emerging Micro-enterprises or small business enterprises that are 51% owned by either black people, black youth, black women, black people with disabilities, black persons living in rural or underdeveloped areas and black military veterans, but it shall not subcontract the whole contract.

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 28 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.5.1: Time for Practical Completion

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time Due to Abnormal Rainfall

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	4 days	May	1 days	September	2 days
February	4 days	June	Nil days	October	3 days
March	4 days	July	Nil days	November	4 days
April	2 days	August	Nil days	December	3 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is R 1 500.00 per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The Performance Guarantee shall be worded as set out in the document included in C1.5. The security to be provided by the contractor shall be a Performance guarantee of 10% of the contract sum plus retention of 10% of the value of the works.

Clause 6.5.1.2.3 Basis of Payment of dayworks

The percentage allowance to cover overhead charges for dayworks which has not been included in the Daywork Schedule, are as follows:

50% on the cost of labour (6.5.1.2.1, and
15% on the cost of materials (6.5.1.2.2)

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

Clause 6.8.2: Contract Price Adjustment

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of the Contract Price Adjustment Factor shall be calculated to 4 decimal places.

The value of "x" is 0.10.

The values of the coefficients are:

a = 0.20
b = 0.20
c = 0.50
d = 0.10

The Site or largest part thereof shall be deemed to be located in the national province of KwaZulu-Natal.
The applicable industry for the Producer Price Index for materials is Building and Construction Civil Engineering.

The area for the Producer Price Index for fuel is Coast.

The base month is "one month prior to the closing of the Tender".

The indices shall be obtained from Stats SA as given in the following publications or any successive publication:

Index	Publication	Table
Labour (L)	P0141	14
Plant (P)	P0151	4
Materials (M)	P0151	3
Fuel (F)	P0151	4

Clause 6.8.3: Variation in Cost of Special Materials

Price adjustments for variations in the costs of special materials are not allowed.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

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

Postal Address

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

Telephone:

Fax:

Email:

C.1.3. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN ULUNDI MUNICIPALITY (HERE IN AFTER CALLED THE "EMPLOYER") AND

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,

representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

EMPLOYER

Signed at on the day of 20

Signature: **Date:**

Name:

Capacity:

CONTRACTOR

Signed at on the day of 20

Signature: **Date:**

Name:

Capacity:

C2. PRICING DATA

(Refer to the Attached Bill of Quantities)

C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m^2 .pass	=	square metre-pass
h	=	hour	m^3	=	cubic metre
ha	=	hectare	m^3 .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
k \square	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
\square	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m^2	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

C2.2. Bill of Quantities

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		SECTION 1:LOMO COMMUNITY HALL				
	SABS 1200 A	PRELIMINARY & GENERAL				
1,1	8,3	SCHEDULED FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
		Establish Facilities on Site				
		a) Facilities for the Engineer (SABS 1200 AB)				
1.1.2	PSAB	Offices: as per specification	Sum	1		
1.1.3	PSAB	Nameboard on Timber Posts as per ULM Standard.	Sum	1		
1.1.4	PSAB	Survey Facilities	Sum	1		
		b) Facilities for the Contractor				
1.1.5		Office and storage sheds	Sum	1		
1.1.9		Ablution and latrine facilities	Sum	1		
1.1.10		Tools and equipment	Sum	1		
1.1.11		Water supplies, electric power and communications	Sum	1		
1.1.12		Dealing with water (Subclause 5.5)	Sum	1		
1.1.13		Access (Subclause 5.8)	Sum	1		
1.1.14		Plant	Sum	1		
1.1.15		Allow for Land Surveyor to set out for all structures, lines etc	Sum	1		
1.1.16	8.3.3	Other Fixed-Charge Obligations	Sum	1		
1.1.17	8.3.4	Remove Engineer's & Contractor's Site Establishment on completion	Sum	1		
1.3.6		Full compliance with all health and safety requirements as laid out in the Occupational Health & Safety Act No.85 of 1994 and all relevant and applicable regulations as promulgated on the 18th of July 2003 under Section 43 of the OHS Act, including all amendments as amended from time to time for the duration of the contract	Sum	1		
1.3.7		Provision of an OHS Plan in terms of Clause 5 of the schedule prior to the commencement of the works	Sum	1		
1.1.20		As built drawings	Sum	1		
1,2	8,4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	months	6		
	8.4.2	Operate & maintain facilities on site				
	8.4.2.1	a) Facilities for the Engineer (SABS 1200 AB)				
1.2.2	PSAB	Offices: as per specification	months	6		
1.2.3	PSAB	Nameboard on Timber Posts as per ULM Standard.	months	6		
1.2.4	PSAB	Survey Facilities	months	6		
		Total Carried Forward				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		Total Brought Forward				
1.2.5		b) Facilities for the Contractor				
1.2.9		Office and storage sheds	months	6		
1.2.10		Tools and equipment	months	6		
1.2.11		Ablution and latrine facilities	months	6		
1.2.12		Water supplies, electric power and communications	months	6		
1.2.13		Dealing with water (Subclause 5.5)		6		
1.2.14		Access (Subclause 5.8)	months	6		
1.2.15		Plant	months	6		
1.2.16		Supervision	months	6		
1.2.17		Survey & Setting out of the entire works by a land surveyor	months	6		
1.2.18		Company & head office overhead costs	months	6		
1.2.19	PA	Other Fixed-charge Obligations	months	6		
1.2.20	PB	All work to ensure compliance with the Provision of the OSH Act 85 of 1993 shall include all costs to provide Regulations R1010 as published in Government gazette on 18 July 2013. This item shall include all costs to provide a safety plan including the mentoring thereof, auditing thereof and reporting to the engineer on a regular basis	months	6		
		8.5 SUMS STATED PROVISIONALLY BY ENGINEER				
1.4	8.7	Daywork				
1.4.1		Labour	Sum	1		
1.4.2		Percentage adjustment to item 1.4.1 for labour				
1.4.3		Materials	Sum	1		
1.4.4		Percentage adjustment to item 1.4.3 for material				
1.4.5		Plant	Sum	1		
1.4.6		Percentage adjustment to item 1.4.5 for plant				
1.5		TESTING				
1.5.1		Concrete test cubes				
1.5.1		Make, label, cure & test by independent laboratory, concrete test cubes for the duration of the contract. All test certificates to be presented to engineer. Only tests that have passed will be paid	Test	30		
1.5.2		Soil Density Tests				
1.5.2		Perform soil density tests by independent laboratory and make tests results available to engineer. Only tests that have passed will be paid for.	Test	25		
1.5.3		Geotechnical Investigations				
1.5.4		Overhead & profit on item 1.5.3	P.Sum	1		
1.5.5		Survey as per Land Survey Act				
1.5.6		Overheads & profit on item 1.5.5	P.Sum	1		
1.5.7		Remuneration Allowance to CLO				
1.5.8		Percentage profit on item 1.5.7 for CLO	Weeks	24		
1.5.9		Remuneration Allowance to Student				
1.5.10		Percentage profit on item 1.5.9	P.Sum	5		
1.5.11		Allow for contract Management				
1.5.12		Percentage profit on item 1.5.13	P.Sum	5		
1.5.13		Percentage profit on item 1.5.13		1		
1.5.14		Provision for uniforms in accordance with EPWP requirements.				
		Percentage profit on item 1.5.15	P.Sum	1		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
	SANS 1200 D	BILL 3 : EARTHWORKS				
3,1	8.3.2	BULK EXCAVATION				
3.1.1	8.3.2a	Excavate in all materials and use for backfill or dispose, as ordered by the engineer	m ³	389		
3.1.2	8.3.2b	Extra-over for:				
	8.3.2b 1)	intermediate excavation	m ³	117		
	8.3.2b 2)	hard rock excavation	m ³	39		
3,1	8.3.3	RESTRICTED EXCAVATION				
3.1.1	8.3.3a	Excavate for restricted foundations and footings in all materials and use for backfill or dispose	m ³	90		
3.1.2	8.3.3b	Extra-over Item 3.2.1 above for				
3.1.2.1	8.3.3b 1)	Intermediate excavation	m ³	18		
3.1.2.2	8.3.3b 2)	Hard rock excavation	m ³	9		
3.1.3	8.3.4	IMPORTING OF MATERIALS				
3.1.3.1	8.3.4a	Extra-over for importation of G7 materials from borrow pits for earth filling under surface beds compacted to 93% ModAASHTO	m ³	27		
3.1.5		Soil Poisoning				
		Soil poisoning and protection against termites Chlordane or Aldrin type (or similar approved) termite soil insecticide applied by a registered Pest Control Company & guaranteed against termite infestation for ten years:				
3.1.5.1		Under floors, ramps and steps including forming and shallow against foundation walls, filling in furrows and ramming	m ²	500		
3.1.6	8.3.10	Topsoiling	m ²	1308		
3.1.7	8.3.11	Grassing and other vegetation cover including maintenance for duration of the contract	m ²	1066		
2.3.4	8.3.6	Overhaul	m ³ .km	5		
Total Carried To Summary						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
7		BILL 7 : CARPENTRY AND JOINERY				
7,1		SCHEDEDUL ITEMS				
7.1.1.1		<u>Doors</u> a) Ablution Doors b) Hall Internal Doors c) Hall External Double Doors	No.	6 2 3		
7.1.1.2		<u>Frames</u> 1.4mm thick galvanized steel frame with 44mm rebate complete with hoop anchors welded to frame, 3 no. rubber shock absorbers in rebate and two pairs 100x75mm butt hinges painted with one under coat and two coats pva paint suitable for external doors for: a) Ablution Doors b) Hall Internal Doors c) Hall External Double Doors	No.	6 2 3		
7.1.2		<u>Windows</u> Supply, handle and build into brickwork powder-coated aluminium window frames with hung openings finished in natural or bronze 543 anodised 25 microns, factory glazed with 4mm clear float glass W 01 size (600mmx1045mm) W 02 size (600mmx1600mm) W 03 size (600mmx600mm) - Ablution Windows	No.	4 24 9		
7.1.3		<u>WROT MERANTI</u> 44x70mm splayed and rebated weatherboard, screwed to and including groove in door with heads of screws sunk and pelleted	m	80		
7.1.6	7.1.6.1	<u>CEILINGS</u> a) 6mm "Everite Nutec" fibre-cement flush boards with H-type pressed steel jointing strips including 38x38mm sawn softwood brandering at 450mm centres in both directions	m ²	320		
Total Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
Total Brought Forward						
7.1.6.2		c) 50x19mm angle rounded cornice plugged and including 19mm quadrant bead planted on	m	100		
7.1.7		AEROLITE INSULATION 50mm insulation closely fitted and laid on top of branding	m ²	320		
7.1.8	SABS Approved	Install full fire extinguishing equipment and signage, test and provide health and safety assurance and quality certification in line with application regulations.	Sum	1		
Total Carried To Summary						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
9		BILL 9 : PLUMBING AND DRAINAGE				
9,1		<u>Rainwater disposal</u> 0.8mm thick galvanized mild steel rainwater goods and accessories in long lengths including jointing a) 100x125mm eaves gutters fixed with brackets to fascia boards b) Stopped end c) 75mm dia. downpipes plugged to wall with holderbats d) 5kl jojo tank mounted and secured on brick tank stand complete with brass 'bib' tap for rainwater harvesting				
9,2		WATER SUPPLY				
9.2.1		Water supply and connection (provisional)	Sum	1		
9.2.2		Overheads and profit on items 9.2.1 above	%	10,00%		
9,3		KITCHEN FITTINGS				
9.3.1		Cupboards and all other kitchen fittings as per client specification.	Sum	1		
9.3.2		Double Kitchen sink, mixer and all applicable plumbing fixtures for full installation.	Sum	1		
9,4	SABS APPROVE	ABLUTION FACILITIES				
9.4.1	SABS APPROVE D	Construction of Ablution Facilities as per drawing. Excavation, doors, windows measured elsewhere. Sum to include all items to complete and operate.	Sum	1		
Total Carried To Summary						

ULUNDI LOCAL MUNICIPALITY
CONSTRUCTION OF LOMO COMMUNITY HALL IN WARD 15
SUMMARY

Description	Amount
PRELIMINARY & GENERAL	
BILL 2 : SITE CLEARANCE	
BILL 3 : EARTHWORKS	
BILL 4 : CONCRETE	
BILL 5 : MASONRY	
BILL 6 : ROOFING	
BILL 7 : CARPENTRY AND JOINERY	
BILL 8 : IRON MONGERY	
BILL 9 : PLUMBING AND DRAINAGE	
BILL 10 : FLOOR COVERINGS	
BILL 11 : EXTERNAL WORKS	
BILL 12: ROOF TRUSSES AND ELECTRICAL	
SUB-TOTAL	
ADD: 15% VAT	
TENDER SUM	

DECLARATION

(In respect of completeness of Tender)

Ulundi Municipality
BA 131 Corner of Princess Magogo Street and King Zwelithini
Ulundi
3838

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part of this contract document in consecutive order upon which tender for:

QUOTATION NO.: 21/2023/2024/RFQ/09
CONSTRUCTION OF LOMO COMMUNITY HALL – WARD 15

SIGNED BY/ON BEHALF OF TENDERER

TENDERER

Signature: **Date:**

Name:

Capacity:

Name of Tenderer:

C3. SCOPE OF WORK

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C3.1 STANDARDISED SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA	1986	:	GENERAL
AB	1986	:	ENGINEER'S OFFICE
C	1980	:	SITE CLEARANCE (As amended 1982)
DA	1988	:	EARTHWORKS (Small Works)
DB	1989	:	EARTHWORKS (Pipe trenches)
DK	1984	:	GABIONS AND PITCHING
DM	1981	:	EARTHWORKS (Roads and Subgrade)
GA	1982	:	CONCRETE (Small Works)
HA	1990	:	STRUCTURAL STEELWORKS
HC	1988	:	CORROSION PROTECTION FOR STRUCTURAL STEELWORKS
LE	1982	:	STORMWATER DRAINAGE
M	1996	:	ROADS (General)
MM	1984	:	ANCILLARY ROADWORKS
MH	1996	:	ASHPHALT BASE AND SURFACING
MK	1983	:	KERBING AND CHANNELING
MJ	1984	:	SEGMENTED PAVING
MF	1981	:	BASE
H	1990	:	STRUCTURAL STEELWORK
LB	1983	:	BEDDING
G	1982	:	CONCRETE
D	1988	:	EARTHWORKS

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

SABS 1921 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works; and

Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

ITEM	DESCRIPTION
	STATUS
PROJECT SPECIFICATION PORTION 1: GENERAL	
PS-1	Project Description
PS-2	Extent of the Works
PS-3	Description of the Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings & Reporting
PS-14	Preferential Procurement
PROJECT SPECIFICATION PORTION 2	
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLE	Stormwater Drainage
PARTICULAR SPECIFICATIONS	
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PE	The Client's Pre-Construction and Health Plan
PES	Environmental Specification

PROJECT SPECIFICATION
PROJECT SPECIFICATION: PORTION 1
SABS 1200 PS: GENERAL

PS-1 PROJECT DESCRIPTION

PS-1.1 Employer's Objective

The Lomo Community hall will be constructed at the Lomo area (Ward 15) and will benefit the rural communities and its surrounding rural areas.

The population of Ward 15 is 8975 people within 1354 households. Based on the community's request, the facility will serve as a Community Hall. The community has been operating without a community hall. There is therefore a need for construction of the community hall facility that will service the community as well as facilitate a safe and secure environment for traveling clinics and pension payouts. This facility will therefore be used for purposes of public gatherings, meetings, and other community functions. It will provide a clean, secure and safe environment which will be aesthetically pleasing, providing protection from all weather and equipped with ablution facilities as well as being close to the surrounding communities.

The construction of the community hall will provide employment and skills transfer for a limited number of local people during the construction period.

PS-1.2 Overview of the Works

A) The facility will consist of:

A) The facility will consist of:

- 380 m² hall and associated ablution facilities (30m²) constructed from
- 700mm wide strip footings and 230 walls NFX bricks foundations
- 230 brick wall superstructure
- 0.53 IBR chromadek roof sheeting
- Ceramic tiled floors
- Ceilings from ceiling boards
- Plastered and painted inside and outside

B) The scope of works involves the following:

- Total area : 380 m²
- Hall area : 329 m²,
- Veranda : 10 m²,
- Office : 10m²
- Lobby : 10m²
- Store Room : 13 m²,
- Kitchen : 8 m²,
- 4 x 5000 litres Jo-Jo elevated water tank to provide water to the hall and ablution facilities

C) New Ablution Facilities: Vip (Pit latrine) structure: Total – 30,00 m²,

- cubicle female / 2 cubicle male, 1 paraplegic)
- The ablution facility has a pit configured as a septic tank that is usable should the ablution be converted to a water-borne facility.

D) Perimeter Fence

Construction of a security galvanised welded mesh fence around the Hall, 240m long X 1.8m high around the perimeter of the hall and ablution complex with 1 double gate vehicle entrance gate & 1 x single pedestrian gate with locks

E) Water and electrical connection

The District is currently in the process of constructing Bulk Water and sanitation to all the Zululand District Municipality areas. As this is still in process water will be provided by means of rainwater harvesting tanks. Utilization of rainwater will be facilitated using sealed piping from roof gutters overflow pipe to be installed to manage possible overflow. Future phase shall involve formal connection of the Community Hall to potable water once mains have been installed by the District Municipality. The community hall will be electrified since the area has been serviced by ESKOM. The electrical connection should be applied for at early stages.

PS-2 EXTENT OF THE WORKS

Under this contract, the successful contractor will be required to undertake the following works:

Setting out of the facility

Site clearing.

Foundation earthworks

Structural Concrete works to foundations

Brickwork and plaster external walls to internal walls

Construction of perimeter fencing

Painting and general sundry items

Site clearing and rehabilitation of areas affected by construction activities

PS-3 DESCRIPTION OF THE SITE AND ACCESS

PS-3.1 Access

The site is located in Ward 15 within Ulundi Municipality.

PS-4 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS

Subsoil investigations have been undertaken on the site. The details of the subsoil conditions are provided in Part C4 of this document.

PS-5 ENGINEERING AND DESIGN

PS-5.1 Design Services and Activity Matrix

The following matrix of responsibilities for design of permanent and temporary works will apply:

Activity Work designed by, per design stage	Responsible Party
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to bid stage	Employer
Final design approved for construction stage	Employer
Temporary works	Contractor
Permanent Works	Contractor
Preparation of as built drawings	Contractor

PS-5.2 Employer's Design

The Employer's design will be for all permanent works and will be detailed in drawings, site instructions the technical specifications to be issued with the bid documents and issued during construction.

PS-5.3 Design Brief

The contractor will be responsible for design of the following (which are all subject to approval by the Engineer):

Site layouts for the contractor's camp and office accommodation

Site layouts for the Engineer Representative's temporary office accommodation

Construction Methodology

Formwork

Scaffolding and all staging work

All other temporary works

Concrete Mix designs

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

PS-5.4 Drawings

The following drawings will be required to be prepared by the contractor as a minimum:

Site layouts for the contractor's camp and office accommodation

Site layouts for the Engineer Representative's temporary office accommodation

Scaffolding and all staging work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor as detailed in Part C5 of these documents. These drawings have been used for setting up the Bills of Quantities.

PS-5.5 Design Procedures

The contractor will be required to furnish the following designs for approval by the Engineer at the indicated times:

Site layouts of the Contractor's camp and office accommodation – within 14 days from commencement date of the contract and in any case prior to the erection of the contractor's camp and offices

Layouts for the Engineer's representative office – within 14 days from commencement date of the contract and in any case prior to the erection of the Engineer's Representative's temporary office premises.

Formwork design – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Scaffolding and all staging work – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Concrete Mix Designs for all classes of concrete as measured in the Schedule of Quantities prior to the placement of any concrete work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

PS-5.6 Interface with other Contractors

The contractor may be required to provide access to other contractors undertaking work as per the parallel contracts. The costs of this interface will be deemed to have been allowed for in the appropriate items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-6.1 General

The Contractor is referred to SABS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-6.2 Quality Assurance (QA) (Read with SABS 1921 – 1: 2004 clause 4.4)

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

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

PS-6.3 Management and disposal of water (Read with SABS 1921-1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-6.4 Disposal of spoil or surplus material (Read with SABS 1921-1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS-6.5 Testing (Read with SABS 1921 – 1: 2004 clause 4.11)

PS-6.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-6.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-6.6 Survey beacons (Read with SABS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-6.7 Existing Services (Read with SABS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS-6.8 Management of the environment (Read with SABS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

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

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

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS-6.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

PS-6.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS-7 CONSTRUCTION PROGRAMME

PS-7.1 Preliminary programme

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

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

In determining his construction programme, the contractor should allow for disruptions/ stoppages/requirements and intermittent "hold" of work while awaiting Engineer's inspections at the following critical stages:

Following setting out of building structure by the Contractor.

Following foundation excavations

In particular, the Contractor must allow for a period of one week for geotechnical investigations by a geotechnical specialist.

No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

Should the contractor fail to comply with these programme requirements, the Engineer, after giving 2 days' notice to the Contractor to comply, may order necessary work to ensure compliance, from another third party. This third party shall be paid from this contract from any monies due to the contractor.

PS-7.2 Programme in terms of Clause 5.6 of the General Conditions of Contract 2015

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the bid shall be used as basis for this programme.

PS-8 SITE FACILITIES AVAILABLE

PS-8.1 Contractor's camp site and depot (Read with SABS 1921 - 1: 2004 clause 4.14)

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Engineer, in liaison with the community.

Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

PS-8.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS 8.3 Source of Water Supply

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Engineer.

The Water Services Authority in the area is Zululand District Municipality. Should the contractor's source of water be the Zululand District Municipality, the contractor will be required to ensure that the water account with The Zululand District Municipality is in good standing prior to the issue of completion certificate. The Engineer will withhold any payments until arrears are cleared with The Zululand District Municipality.

PS 8.4 Source of Power Supply

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his bid will be held to include for all such costs and charges.

PS-9 SITE FACILITIES REQUIRED

PS-9.1 Facilities Required for the Engineer

PS 9.1.3 Sanitary Facilities

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

PS-11 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-11.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SABS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

PS-11.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road. The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS-11.3 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SABS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

PS-11.4 Payment

The Contractor's bided rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification.

PS-12 OCCUPATIONAL HEALTH AND SAFETY (Read with SABS 1921 - 1: 2004 clause 4.14)

PS-12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 November 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

PS-12.2 Health and Safety Specifications and Plans to be submitted at bid stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the bid documents as part of the Project Specifications.

(b) Bidder's Health and Safety Plan

The successful Bidder shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);

monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations; details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

PS-12.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices bided by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PS-13 ADVERSE WEATHER CONDITIONS

In terms of Clause 42.3 of the General Conditions of Contract, extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his bided rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or

if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-13, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

Table PS-13: Expected Nº of Working Days Lost Monthly Due to Normal Rainfall

MONTH	Expected number of working days lost as result of normal rainfall
JANUARY	*5
FEBRUARY	5
MARCH	4
APRIL	1
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	5
TOTAL	33 days

(The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 16 December 2025 to 06 January 2026)

PS-14 SITE MEETINGS AND REPORTING

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However, the frequency can be reviewed, depending on the progress of the contract.

PS-15 PREFERENTIAL PROCUREMENT

For the purpose of this contract the Contractor shall comply with the preferential procurement statement provided in F.3.11 and T2.2 of the Bid Data.

AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PROJECT SPECIFICATION: PORTION 2

SABS 1200 PSA: GENERAL

PSA-3 MATERIALS

PSA-3.1 Quality

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates bided.

PSA-3.3 Applicable Standards for Cement (Additional Sub-clause)

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SABS 50197-1 and -2: Common cements, and SABS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

PSA-4. PLANT

PSA-4.2 Contractor's Office, Stores and Services

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

PSA-5 CONSTRUCTION

PSA 5.1 Survey

PS A 5.1.1 Setting Out of The Works

Substitute the first sentence in A 5.1.1 with the following:

"Setting out of the works is the sole responsibility of the Contractor and shall be done from survey beacons identified by the Engineer. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractors responsibility to preserve all setting out pegs based on this information as given for the duration of the contract."

PS A 5.4 Protection of Overhead And Underground Services

Add the following paragraph:

"The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section."

PSA-5.8 Ground and access to works

Add the following:

"On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

PSA-5.9 Accommodation of Traffic (additional Sub-clause)

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SABS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-10.

PSA-8. MEASUREMENT AND PAYMENT

PSA-8.3 Scheduled fixed-charge and value-related items

PSA-8.3.2 Establishment of Facilities on the Site

PSA-8.3.2.1 Facilities for the Engineer

Add the following additional sub-items:

(d) Carports (state number) Unit: Sum

The bided rate shall cover all costs as specified in Sub-clause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2. if applicable).

PSA-8.3.2.2 Facilities for Contractor

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Sub-clause 8.3.2.2. The sub-items (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these sub-items.

PSA-8.4 Scheduled time-related items

PSA-8.4.2 Operation and maintenance of Facilities on Site

PSA-8.4.2.1 Facilities for Engineer

Add the following additional sub-items:

(e) Carports Unit: Sum
(f) Survey instruments Unit: Sum

The rates bided shall cover all costs as specified in Sub-clause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

PSA-8.4.2.2 Facilities for Contractor

Consolidate sub-items (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover sub-items (a) to (j).

PROJECT SPECIFICATION: PORTION 2

SABS 1200 PSD: EARTHWORKS

PSD-1 EARTHWORKS

The Contractor is referred to SABS 1921 - 5: Earthworks activities which are to be performed by hand.

PSD-3 MATERIALS

PSD-3.1 Classification for excavation purposes

PSD-3.1.2 Classes of excavation

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

“PSD-3.1.2(a) Soft excavation

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as “Soft Excavation Class A”, which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

Granular material: -dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

Cohesive materials -stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

PSD-5 CONSTRUCTION

PSD-5.1 Precautions

PSD-5.1.1 Safety

PSD-5.1.1.2 Safeguarding of excavations

Add the following subparagraph:

“(g) The Contractor or his agent or his representative shall not require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

PSD-5.2.2.1 Excavations for general earthworks and for structures

Add the following additional subparagraph:

“(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

PROJECT SPECIFICATION: PORTION 2

SABS 1200 PSD: EARTHWORKS (PIPE TRENCHES)

PSDB-5 CONSTRUCTION

PSDB- 5.1 Precautions

PSDB-5.1.5 Trench Excavations (additional Sub-clause)

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which more than 1,5 m is deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

PROJECT SPECIFICATION: PORTION 2

SABS 1200 GA: CONCRETE (SMALL WORKS)

PS GA-3 MATERIALS

PS GA-3.2 Cement

PS GA-3.2.1 Applicable specifications

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SABS 50197-1: Common cements, and SABS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

PS GA-5.4.1.4 Prescribed mix concrete

Add the following:

“The structural concrete in this contract shall comply with the following specification.

The minimum 28-day strength shall be as specified in drawings

The maximum water/cement ration shall be 0.42

The minimum cement content shall be 400 kg/m³

The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

PS GA-8: MEASUREMENT AND PAYMENT

PS GA-8.1 Measurement and rates

PS GA-8.1.2 Reinforcement

Replace Sub-clause 8.1.2.2 with the following:

PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

Replace Sub-clause 8.1.2.3 with the following:

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SABS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

PARTICULAR SPECIFICATION

PARTICULAR SPECIFICATION PA: BRICKWORK AND PLASTER

PA1 SCOPE

PA1.1 This specification covers the general requirements for buildings and other masonry structures, including plastering.

PA2 INTERPRETATION

PA2.1 Other relevant Standards/Specification

This specification should be read together with SABS 1200 AA.

PA2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the bid closing date.

PA2.3 Definitions and Symbols

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in this specification as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols: page 23.)

PA3 MATERIALS

PA3.1 Cement

Cement shall conform to the requirements of SABS 471.

PA3.2 Lime

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

PA3.3 Sand

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

PA3.4 Clay Bricks

Clay bricks must conform to SABS 227. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The contractor will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 227. The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefor.

Best quality engineering bricks shall be used for all foundation and concealed situations.

PA3.5 Damp-Proofing

Material used as a damp-proof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

PA3.6 Fibre Cement Sheets

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

PA3.7 Storage

PS3.7.1 Cement and Lime

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

PA4 CONSTRUCTION

PA4.1 Brickwork

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catchpits but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints to be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.

PA4.2 Mortar

The mix proportions for the mortar are given below:

Portland cement	50 kg
Lime	0-40 l
Sand*	200 l max

* measured loose and damp

PA4.3 Plastering

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

PA4.4 Damp-proof Courses

The areas to be covered by damp-proof courses are indicated on the drawings. Damp-proof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the damp-proof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

PA4.5 Window Sills

Windowsills shall be formed as shown on the drawings and as hereafter described:

Damp-proof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal.

All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

PA4.6 Lintels with Brickwork Reinforcement

Lintels over doors, windows and openings, where ordered by the Engineer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a minimum of 450 mm beyond any

opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

PA4.7 Wall Vents

Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvred air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of paris type where scheduled.

PA4.8 Building in Frames, etc

Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.

Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.

PA4.9 Floor Finishes

PA4.9.1 Granolithic Floor Screed

Granolithic shall consist of one-part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping, flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1, 20 m to 1, 80 m, the joints extending for the full depth of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.

PA4.10 Chasing Walls

Where indicated by the electrical contractor, the construction contractor shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account, shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.

Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.

PA4.11 Weather

In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.

PARTICULAR SPECIFICATION: PB

PARTICULAR SPECIFICATION PB: CARPENTRY, JOINERY AND IRONMONGERY WORK

PB1 SCOPE

PB1.1 This specification covers the general requirements for carpentry, joinery and ironmongery work for civil engineering projects and the methods by which the finished work is to be measured for the purpose of payment.

PB2 INTERPRETATION

PB2.1 Other Standards/Specification

This specification is to be read with SABS 1200 AA.

PB2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, at the closing date of bids for this contract.

PB3 MATERIALS

PB3.1 Timber

Roof timber forming a permanent part of the work shall conform to the requirements of the relevant standard specifications SABS 563, SABS 653, SABS 876, SABS 1089 or SABS 1245.

All timber other than that used for temporary works or shuttering shall be treated as specified in SABS 1288 and SABS 05 and allowed to dry thoroughly before being used.

PB3.2 Fibre Cement Sheets

Fibre cement flat and corrugated sheets shall comply with the requirements of SABS 685. The flat sheets shall be minimum 15 mm thick.

PB3.3 Hardware

Locks, hinges and other hardware shall be provided to doors; all ironmongery and fixings shall be chromium plated on brass except where otherwise specified.

PB3.3.1 Hinges

Hardwood doors in hardwood frames are to be provided with brass butt hinges as scheduled with three hinges per leaf.

PB3.3.2 Door Locks and Furniture

External door to be fitted with a night latch (to be supplied by the Employer) and a Henderson No 463-bow handle, secured with brass bolts passing through the door with nuts on the inside.

PB3.3.3 Cabin Hooks

One 200 mm brass cabin hook complete with eyes to be fitted to each door including for hardwood block plugged to walls or post as scheduled.

PB4 MEASUREMENT AND PAYMENT

PB4.1 The work will be measured and paid for in accordance with the units and rates scheduled.

PB4.2 The bided rates for doors are to include for the manufacture, fitting hanging and protective painting thereof.

PB4.3 The bided rates for ironmongery shall include for the supplying and fitting complete with non-corrosive screws and/or bolts.

PARTICULAR SPECIFICATION: PC

PARTICULAR SPECIFICATION PC: PAINTING

PC1 SCOPE

PC1.1 This specification covers the general requirements for painting, including methods of preparation of materials to be painted, cleaning, priming, undercoating and finishing, and also methods by which the finished work will be measured and paid for.

PC2 INTERPRETATION

PC2.1 Supporting Specification

This specification must be read together with SABS 1200 AA

PC2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition at the bid closing date.

PC3 MATERIALS

PC3.1 Emulsion Paints for Exterior Use

Emulsion paints for exterior use shall comply with SABS 634.

PC3.2 Calcium Plumbate Primer

Calcium plumbate primer shall comply with SABS 912.

PC3.3 Undercoats for Paints

Undercoats for air-drying protective and decorative paints shall comply with SABS 681.

PC3.4 Structural Steel Paints

Structural steel paints shall comply with SABS 684.

PC3.5 Colours of Paints

Specification for colours of paints shall comply with CKS 279.

PORTION 2B: VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS – STRUCTURES

PCP 1 SCOPE

This specification covers the requirements for the surface preparation to all structural steel surfaces as well as the application and inspection requirements of a heavy-duty corrosion protection coating system.

This corrosion protection specification gives details of steel surface preparation and the application of the coatings. The approved heavy-duty coating systems applicable to the works are listed in the Project Specifications.

The details specified are minimum guidelines only and the Contractor shall accordingly select an appropriate conforming system and provide full details to the Engineer for approval. All work will be subject to inspection by the Engineer who shall be given 48 hours' notice prior to each component of work commencement.

PCP 2 SUPPORTING SPECIFICATION

SABS 064: 1979	The preparation of steel surfaces for coating
SABS Method 141	Dry film thickness of plants
SABS Method 159	Cross cut test to determine sound coating system
SABS Method 769	Cleanliness of blast-cleaned steel surfaces for painting (assessed by freedom from dust and debris)
SABS Method 770	Cleanliness by blast-cleaned steel surfaces for painting (assessed by freedom from certain soluble salts)
SABS Method 772	Profile of blast-cleaned steel surfaces for painting (determined by micrometer profile gauge)
ISO 8501-01	
SIS 05 59 00	Pictorial surface preparation standards for painting steel surfaces
ASTM 3359, Method A	Determination of sound coating system

PCP 3 MATERIALS

PCP 3.1 Abrasive Media

Sand or black granular slag abrasive blast media may be used on this project. Sodium Bicarbonate or granulated ice may however be used as alternate material.

PCP 3.2 Primer Coat

The approved primer coating systems are specified in the coating manufacturer's data.

PCP 3.3 Intermediate Coats

The approved intermediate coating systems are as specified in the coating manufacturer's data.

PCP 3.4 Top Coat

The approved top coat systems are specified in coating manufacturer's data.

PCP 4 GENERAL WORKMANSHIP

The Contractor shall at all times enforce adequate safety measures in terms of the Occupational Health and Safety Act 1993 (Act 85 to 1993).

The Contractor shall furnish all labour, materials, paints and coating components required for adequately preparing surfaces for coating to this Specification.

The Contractor shall furnish experienced supervisors and shall ensure that all materials are prepared and applied as specified and at the required coverage rates.

All work shall be executed by component workmen under the supervision of an experienced coating supervisor.

No cleaning or coating applications shall take place when site conditions are likely to affect these operations adversely.

Only Sub-Contractors approved by the Engineer shall be employed.

The Contractor shall submit his proposed sequence and timing of preparation and coating activities that shall be shown clearly in relation to the overall Construction Programme.

The Contractor shall supply full details of the preparation and coating facilities, resources and number and qualification of personnel to be used in the execution of the Works.

PCP 5 APPLICATION

PCP 5.1 Personnel

The Contractor shall submit a weekly list of personnel to the Engineer, specifying the number of foremen, skilled and semi-skilled labourers for cleaning, preparation and coating, the number of inspectors, plant and equipment operators.

PCP 5.2 Plant and Equipment

PCP 5.2.1 Equipment List

The Contractor shall keep a record, updated daily, of all plant, equipment, tools, spraying and blasting guns, nozzles, brushes, etc. being used on the Works and shall submit a weekly list to the Engineer.

PCP 5.2.2 Blast Cleaning Equipment (if used)

The compressed air supply used for abrasive blast cleaning shall be oil-free, clean and dry. Adequate separators and traps shall be provided, and these shall be kept emptied of water and oil. Accumulations of oil and moisture shall be removed from the air receiver by regular purging.

The equipment shall be tested to ensure an oil-free, dry supply before blast cleaning commences and as directed by the Engineer during blast cleaning operations.

The compressor volume capacity shall be sufficient to maintain the discharge of the approved abrasive at a nozzle pressure of 700 kPa while abrasive blasting. The discharge pressure shall be measured at the nozzle using a hypodermic pressure gauge. Under no circumstances shall the pressure at the nozzle fall below 650 kPa. The nozzle pressure shall be checked at least daily. Nozzles shall be discharged before wear reaches 50%.

Where air operated equipment is being used, the operators head-gear shall be ventilated by clean cool air served through a regulator to prevent blasting residues from being inhaled by the operator.

PCP 5.2.3 Airless Spray Equipment

The airless spray equipment shall meet the recommendations and instructions set out in the manufacturer's data sheets. The minimum pressure of the airless spray equipment shall be as specified in the coating manufacturer's Product Data Sheets.

All application equipment shall be maintained in clean condition and in good working order.

PCP 5.2.4 Storage

All painting and cleaning materials shall be delivered to the Work Site in the Supplier's original containers with labels and seals unbroken. All materials shall be kept in a locked, well ventilated materials store. Storage areas shall be kept clean and neat at all times. Inflammables shall be stored off site or in a separate secure fireproof store situated remotely from any building such that any fire cannot spread to adjacent buildings.

PCP 6 SURFACE PREPARATION

PCP 6.1 Dressing and Repairs to Welds

All surfaces of welds, whether pre-existing or new, shall be free from slag, slag inclusions, cracks and holes. Weld profiles shall have a smooth contour, free from irregular projections, any undercut and sharp edges. Areas adjacent to welds shall be free from weld splatter that shall be removed by grinding or scraping.

All burrs and sharp edges resulting from flame cutting, drilling or any other activity shall be ground to a smooth radius of not less than 2mm.

PCP 6.2 Surface Preparation for Painting System

PCP 6.2.1 General

The method of cleaning and preparing the substrate of steel prior to the application of the heavy-duty coating systems shall be in accordance with the applicable provisions of SABS 064 and inline with the manufacturer specification.

PCP 6.2.2 Removal of Contaminants by High Pressure Washing

All surfaces shall be high pressure cleaned at a minimum pressure of 350 bar using oscillating head equipment to remove all loose and unsound coatings.

PCP 6.2.3 Mechanical Cleaning

After high pressure cleaning all loose and flaking paint and corroded areas shall be removed by scraping and mechanical wire brushing to provide a substrate surface at least equivalent to St. 2 in accordance with the requirements of ISO 8501-01: 1988. All remaining sound coating shall be abraded to a matt finish.

The photographs in the ISO Standard publication are given as an illustration only. They do not represent the complete preparation degree, which also includes a cleaning operation that is not visible in the photographs.

Special care shall be taken to clean out any pitting that may have occurred to the steel surfaces. Any deep pitting shall be brought to the attention of the Engineer. Weakened damaged and corroded structural steel sections shall be brought to the attention of the Engineer and if required, shall be strengthened by welding in additional steel plates.

After mechanical cleaning all surfaces shall be degreased with Plascon Acquasolv Degreaser to achieve a water break-free surface and a neutral Ph of 7. Thereafter rinse with clean potable water and allow drying. Any localised areas to be cleaned to bare metal will be identified and indicated by the Engineer. These areas will be clearly marked out on site and agreed before proceeding. The Engineer may adjust the areas as work proceeds – depending on the conditions found.

PSD EARTHWORKS

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Delete SABS 1200: D Sub-clause 3.1 and replace with the following:

PSD 3.1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (b).

PSD 3.1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metres in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

solid unfractured rock occurring in bulk

solid ledges thicker than 200mm

igneous rock intrusions

cemented sedimentary rocks.

(b) Soft Excavation

Any material which can be removed by bulldozers or backhoes shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

PSD 5.2.1.2 Conservation Of Topsoil

Add the following to Sub-clause 5.2.1.2:

"Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

PSD 6 CONSTRUCTION

PSD 6.1 Disposal (Clause 5.2.2.3)

Surplus and/or unsuitable material may be spoiled at approved places on the Sports Complex Site and finished as directed by the Engineer. Building rubble shall be disposed of on a site found by the Contractor, beyond the boundaries of the Site or designated tip site.

PSD 6.4 Overhaul (Clause 5.2.5.2)

Overhaul shall not be paid for separately on this Contract and all haul will be regarded as freehaul.

PSD 7 MEASUREMENT AND PAYMENT

PSD 7.1 Overhaul (Clause 8.3.6)

Delete this clause, as well as all reference to a limited freehaul distance in all other items.

PSDB **EARTHWORKS (PIPE TRENCHES)**

PSDB 3 **MATERIALS**

PSDB 3.1 **CLASSES OF EXCAVATION**

Delete the contents of Clause 3.1 and replace with the following:

“The classification shall be as described in PSD 3.1”.

PSDB 5 **CONSTRUCTION**

PSDB 5.4 **EXCAVATION**

Add: The pipe/duct shall be laid, and the trench backfilled to the acceptable requirements, including density testing.

PSDB 5.6.3 **Disposal of Soft Excavation Material**

Delete the contents of Sub-clause 5.6.3 and replace with the following:

“Excess material arising from the excavations will be disposed of at a designated tip site. The rate for spoiling of excess material shall include for the loading and carting of material, and the off-loading at the tip site. The Contractor shall be responsible for all charges levied at the tip site. The current charges applicable may be obtained from the Municipality’s Cleansing Division.

Where topsoil is encountered this will be set aside on site and re-used later.”

PSDB 5.6.6 **Completion of Backfilling**

Add: “If in the opinion of the Engineer’s Representative the Contractor is lagging in the backfilling of trenches, he will be entitled to order that no further excavation takes place until the backfilling operation has caught up.”

PSDB 5.9.8 **Safety**

(New Clause)

The responsibility for public safety lies with the organisation carrying out the excavation and backfill operations.

PSDB 8 **MEASUREMENT AND PAYMENT**

PSDB 8.3.2 **Excavation**

Delete the contents of payment Sub-clause 8.3.2(b) (1). For the purpose of measurement and payment, material other than hard rock, will not be separately classified.

PSDB 8.3.3.1 **Deficiency in Backfill Material**

Add the following to sub-clause 8.3.3.1(c):

The rate shall also include for compaction of base course quality backfill as per PSDB 3.5

PSGA CONCRETE (SMALL WORKS)

PSGA- 5 CONSTRUCTION

PSGA-5.4 Concrete

PSGA-5.4.1.5 Strength of Concrete

Add the following:

“The Contractor shall, when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out. Reliable test records made from the same materials and mix proportions will, without prejudicing the requirements of this Sub-clause, be accepted as a basis for approving a mix design”.

PSGA-5.4.2 Batching

Notwithstanding the requirements of this Sub-clause, the method of batching shall be subject to approval. If volume batching is allowed only full standard 50kg bags of cement may be used to make up a batch.

PSGA-5.4.3 Mixing

Add the following:

“All site mix concrete shall be mixed in a rotary type mixer and the minimum size of mixer that may be used shall have the capacity to mix a batch comprising one standard 50kg bag of cement”. (SABS ENV 197 CEM 1 42.5 Black bag.)

PSGA-5.4.6 Compaction

Replace “or (if approved).....forking” in the first sentence of Sub-clause 5.4.6.3 with “using approved vibrators”.

PSGA-5.4.7 Curing and Protection

Notwithstanding the requirements of this Sub-clause, all cast insitu concrete shall be cured in accordance with the requirements of Sub-clause using a white pigmented natural resin based liquid curing compound complying with ASTM C 309-74, except where the surface to be cured is to receive further concrete, in which case curing shall be carried out in accordance with one of the methods described in Sub-clause (a) and (b).

PSGA-7 TESTS

PSGA-7.1.2 Frequency and Sampling

Notwithstanding the requirements of this Sub-clause the Contractor shall take note that he is responsible for taking an adequate number of test to ensure that the concrete being used complies with the Specification. The Engineer's Representative will only carry out such check testing, as he requires.

PSGS PRESTRESSED CONCRETE

PSGS-3 MATERIALS

PSGS-3.3 Tendons

Replace this clause with the following:

Tendons shall consist of high tensile wire, strand or alloy steel bars. Wire and strand shall comply with the applicable requirements of BS 5896. Bars shall be of cold-worked high tensile steel and shall comply with the requirements of BS 4486 for hot-rolled and processed bars.

The characteristic strength of steel shall be at least 1880 MPa and tendons shall be of the low-relaxation type with a relaxation not exceeding 2, 5 %.

In addition, steel to be bonded to the concrete as pre-tensioning reinforcement shall not be galvanized and shall be deformed either by indenting or crimping.

The Contractor shall obtain from the manufacturer in respect of each consignment of steel for tendons, a certificate stating the quality and the mechanical properties, and shall provide the Engineer with a copy.

PSGS-5 CONSTRUCTION

PSGS-5.4 Tendons

PSGS-5.4.4 Positioning of tendons and sheaths

Add the following additional Sub-clause.

PSGS-5.4.4.7 During the fixing of sheaths for bonded tendons and before concrete is cast, flexible PVC pipes with an outside diameter slightly smaller than the inside diameter of the sheaths shall be installed into the sheaths. These pipes shall protrude for at least one metre outside the buttresses. These pipes must be able to slide freely inside the sheaths.

The pipes shall be moved back and forth through the sheaths while they are being concreted in to prevent that possible ingress of grout block the sheaths. This operation shall be repeated at regular intervals until the concrete has set to prevent those pipes from getting stuck in the sheaths.

PSGS-5.4.5 Tensioning procedure

PSGS-5.4.5.1 General

Add the following additional Sub-clauses:

- (n) Bonded tendons shall be stressed from both sides simultaneously.
- (o) The tensile stress arising from temporary vertical moments due to the circumferential stressing of the wall may not exceed 1 MPa. If calculations show that the tensile stress will exceed 1 MPa, stressing shall be done in two or more stages during which the stress in the tendons over the full height of the wall are being gradually increased.

PSGS-5.4.6 Detailed pre-stressing drawings and calculations (New Clause)

The construction drawings provide sufficient information regarding the required post-tensioning forces to enable the Contractor to design the post-tensioning system, but they are not intended as working drawings for the placing and fixing of tendons.

- (a) After the Contract has been awarded and before construction commences, the Contractor shall:
 - (i) prepare working drawings which shall include all details of the pre-stressing work, equipment and operations, as well as details of recesses required for anchorages, and details concerning bursting reinforcement around anchorages, stools, hangers and spacers to support pre-stressing tendons
 - (ii) submit details of jacking forces and calculations of pre-stressing losses, elongations and bursting reinforcement around anchorages. Design shall be based on BS 8110: Part 1: 1985 British Standard: Structural use of concrete Part 1, Code of Practice for design and construction and BS 8007: 1987, British Standard Code of Practice for design of concrete structures for retaining aqueous liquids
 - (iii) obtain the Engineer's written approval of the working drawings by submitting two sets of drawings and one set of calculations to the Engineer
- (b) Drawings shall be prepared on a CAD-system which is compatible with AUTOCAD12 and shall be done on an A1 format with title blocks identical to those of the engineering drawings.
- (c) At the completion of the Contract the Contractor shall submit the as-built working drawings on floppy disks to the Engineer together with one set of working drawings on approved plastic sheets with a thickness of not less than 0,08 mm.

(d) The Contractor shall allow for the above-mentioned requirements in his rates.

PSGS-5.8 Protection of anchorages (New Clause)

After all stressing and grouting of sheaths (in the case of bonded tendons) has been completed, the anchorages shall be encased in grout. The concrete in the pre-stressing recesses shall be chipped with a bush hammer to remove the laitance and fine aggregate to a depth of at least 5mm and to expose the coarse aggregates.

The anchorages and protruding tendons shall be degreased and painted with an approved bituminous paint to prevent corrosion and ingress of water. The prepared concrete surface shall be primed with an approved primer and filled with an approved shrinkage-free grout. The grout must have the same colour as the surrounding concrete and shall be cured properly to prevent cracking thereof.

PSGS-8 MEASUREMENT AND PAYMENT

PSGS-8.2.7 Alternatives to Sub-clauses 8.2.3.2 and 8.2.3.3

PSGS-8.2.7.1 (a) Renumber clause 8.2.7.1. Supply and install sheathing and tendons as PSGS-8.2.7.1(a).

Extra over item PSGS-8.2.7.1(a) for provision of temporary flexible PVC pipes in sheaths as described in

PSGS-5.4.4.7 Unit: Sum

PSH STRUCTURAL STEELWORK

PSH 3 MATERIALS

PSH 3.1 Structural Steel

All structural steel for this Contract shall be Grade 300W except for cold formed sections.

PSH 3.6 Bolts, Nuts and Washers

All bolts shall be Grade 4.8 with hexagonal head complete with hexagonal nut and flat washer.

PSH 3.7 Mild Steel Rivets

No rivets shall be used for this contract.

PSH 5 CONSTRUCTION

PSH 5.1 Drawings and Shop Details

PSH 5.5.1 Design Drawings

The Engineer will include on the design drawings the size, number and grade of all bolt connectors as well as thickness of end plates or details of connections as appropriate.

PSH 5.5.2 Contractor provides shop details

Delete the contents of this Clause and replace with the following:

PSH 5.1.2.1* The Contractor is responsible for providing prepared shop details. The Engineer will submit to the Contractor design drawings as per Clause 5.1.1 above timeously in accordance with the Contractor's submitted programme. No design or stress diagrams will be submitted to the Contractor.

PSH 5.1.2.2* Immediately on receipt of such design drawings, the Contractor shall satisfy himself that the drawings contain all the information for the preparation of his own shop details. Any necessary supporting calculations, together with any other necessary drawings, shall be submitted to the Engineer in duplicate for approval at least one week before commencement of fabrication. The Contractor's drawings shall be complete

in every respect (including welding details, which shall be fully described) and shall be checked by the Contractor prior to submission. One copy of each drawing will be retained by the Engineer and the other copy will be returned to the Contractor with the Engineer's comments and/or written approval as the case may be.

PSH 5.1.2.3* Before the commencement of fabrication the Contractor shall obtain from the Engineer approval of the shop details in writing. The approval given by the Engineer relates to structural adequacy and does not absolve the Contractor from his responsibility for dimensional accuracy.

PSH 5.1.2.4* With reference to the shop details and drawings to be prepared by the Contractor and to be submitted to the Engineer, the Contractor shall take the following fully into account:

- a) Purlins and girts shall only be spliced at frame centre line positions.
- b) The proposed method and sequence of erection of members, including the proposed method of propping and/or bracing during erection, shall be submitted to the Engineer together with the shop details and drawings.
- c) The stability of the entire structure during erection remains the responsibility of the Contractor.

PSH 5.1.3 Engineer Provides shop details

Delete this Clause.

PSH 5.2 FABRICATION

PSH 5.2.6 Structural Hollow Sections

No flattening of ends is permitted.

PSH 5.3 ASSEMBLY

PSH 5.3.7 Riveting

Delete this Clause.

PSH 5.3.9 Protective Treatment

All steelwork shall be protected as specified in SABS 1200 HC and the Project Specification PSHC - Corrosion Protection of Structural Steel.

PSH 5.6 Grouting of Supports

PSH 5.6.1 Grouting is the responsibility of the Contractor under this Contract.

PSH 7 TESTING

PSH 7.3 Inspection and Testing of Welds

The inspection of welds will be visual but where required the Engineer may call for certain welds to be tested using non-destructive ultrasonic techniques. Where such tests prove welding to be inadequate, the costs of such tests will be borne by the Contractor.

PSH 7.3.1* The cost of tests, ordered by the Engineer on certain welds which prove to be adequate, shall be borne by the Employer.

PSH 8.3 SCHEDULED ITEMS

PSH 8.3.3 Erection on Site

Erection on Site of Structural Steel Items shall also include the fixing of bolts, machining and tying in to existing building work.

MODEL PREAMBLES FOR TRADES

SCOPE

This section of Part 2 shall be applicable to the work measured under Volume 4: Building Schedule of Quantities.

A: INTRODUCTION

1. Delete Clause (b) and change Sub-clause (c) to (b).
2. Add the following new Sub-clause (c):
"(c) Replace the work "Architect" wherever it appears in these Model preambles for Trades with "Engineer".

B: ALTERATIONS

Add the following to Clause B.4 of the Model Preambles for Trades:

"The Contractor shall make his own arrangements for a legal site for the disposal of material obtained from cleaning and grubbing as well as debris and rubble. The burning of combustible material on Site is expressly prohibited. All costs related to the disposal of such material shall be deemed to be included in the rates for clearing and grubbing or other quoted rates.

For this Contract clearing shall also include the removal of building rubble, household rubbish, etc., that has been dumped on the Site as instructed by the Engineer."

Clauses specified under PSC - Site Clearance is also applicable to the Model Preambles of Trades.

C: EARTHWORKS

1. Generally (Clause C.2.1)
- 1.1 Replace "10 MPa concrete" of this clause with "15 MPa/37mm concrete".
2. Excavations (Clause C.2.4)
- 2.1 Add the following to this clause:

"The Contractor shall make his own arrangements for an approved legal site for the disposal of surplus material (refer to Clause PS 10 in this regard).

3. Filling, etc. (Clause C.2.8)
 - 3.1 Add the works "not greater than 100mm" after the works "large stones" in the first paragraph of this clause.
 - 3.2 Add the works "or topsoil" after the words "Filling" in the second paragraph and change the figure "300" to "150" on the first.
4. Testing (Additional Clause C.4)

Refer to the contents of Clause PSD 3.1 which is also applicable to this section of the Model Preambles of Trades.

D: CONCRETE, FORMWORK AND REINFORCEMENT

SABS 1200 G: CONCRETE (STRUCTURAL)

Incorporate the following changes to SABS 1200 G and the Model Preambles for Trades.

1. MATERIALS

1.1 Cement (Clause 3.2)

Add the following to this Clause:

"Only ordinary Portland Cement shall be used on this Contract."

1.2 Approval of Admixtures Required (Clause 3.5.1)

The use of admixtures to be approved.

1.3 Air-Entraining Agents (Clause 3.5.2)

The use of Air-Entraining Agents will not be permitted.

1.4 Formwork (Clause 5.2)

1.4.1 Spacers (Additional Clause)

Spacers that are required to provide the necessary concrete cover to the reinforcement shall be manufactured from either mortar, patented plastic, or any other non-corrosive material. The spacers shall be of sufficient strength to perform their duty and shall be fitted with fasteners to keep them in the required position during the casting of the concrete. If manufactured from mortar, their strength shall comply with the minimum strength specified for the concrete. The spacers shall be reconcilable with the specified quality of finish.

2. CONSTRUCTION

2.1 Concrete (Clause 5.5)

2.1.1 Strength Concrete (Clause 5.5.1.7)

All concrete produced shall comply with the requirements set out in the table below:

REQUIREMENTS FOR CONCRETE

1	2	3
Class	Minimum Strength at 28 Days (MPa)	Nominal Size of Stone (mm)
20/19	20	19
25/19	25	19
30/19	30	19
40/19	40	19
50/19	50	19

2.1.2 Samples and Mix Design (Additional Clause)

Not less than two weeks before the start of any concrete work on the Site, the Contractor shall submit to the Engineer, for his information and subject to his approval, a statement of mix proportions. This statement shall provide the following information:

For each class of concrete:

Mix proportions and types;
Type and amount of additives;
Slump;
Target strength;

For all concrete:

Method to be adopted for adjusting the amount of water added, to compensate for variation in moisture content of the aggregates.

The statement shall be accompanied by evidence in the form of either a statement from an approved laboratory of the results of test, or an authoritative report of previous use experience, establishing that concrete made with the materials in the proportions proposed will have the properties specified.

2.1.3 Ready-mixed concrete (Clause 5.5.3.2)

Delete the contents of this Clause and replace with the following:

"Ready-mixed concrete may be used on Site if the standard of the plant is acceptable to the Engineer. Test results from the manufacturer will not be acceptable and samples shall be taken and tested on Site."

2.1.4 Curing and protection (Clause 5.5.8)

Add the following to this Clause:

"The method to be used for the curing and protection of the concrete shall be approved by the Engineer in advance.

Green concrete shall be protected against heavy rain, flowing water or water pressures for a period of at least 48 hours after it has been cast."

2.1.5 Concrete Surfaces (Clause 5.5.10)

All exposed surfaces, not receiving off-shutter finishing, as well as surfaces that will receive a topping, shall receive a rammed down finish.

Where specified the following standards will be applicable for finishes:

- Wood float finish - Degree of accuracy II. After the unshattered surface has been levelled, the concrete shall be allowed to attain its initial setting and the surface shall also be free of water. The surface shall then be trowelled with a wooden float and no trowel marks shall be visible.
- Steel trowel finish - Degree of accuracy II. Where this finish has been indicated on the Drawings, the surface shall be treated as for wooden float finish, provided that the operation shall start as soon as the concrete is hard enough to prevent the forming of cement scum on the surface. The surface shall be trowelled with a steel trowel under even pressure to give a smooth, even surface with no trowel marks.

2.1.6 Concrete in Wet Ground (Clause 5.5.12)

Delete this clause in its entirety and replace with the following:

"The Contractor shall be responsible for keeping all excavations free from water and shall notify the Engineer for his information timeously of his proposed dewatering method."

2.1.7 Records (Clause 5.5.15)

The following shall be added as Clause (d):

"d) The Contractor shall implement and operate an approved quality control programme to ensure that work to be inspected by the Engineer is checked and rectified prior to the Engineer's visit."

3. TESTS

3.1 Facilities and Frequency of Sampling

3.1.1 Frequency of Sampling (Clause 7.1.2)

Clause 7.1.2.1 is amended to include the following:

A test result shall be taken as the average of three sample cube strengths and the validity thereafter measured in accordance with SABS method statement 863.

N: CARPENTRY AND JOINERY

1. ROOF COVERINGS, ETC. (Clause N.10)

1.1 Detailed sheeting drawings (Additional clause N.10.4)

The Fibre Cement sheeting for both the roof sheeting and the side cladding shall be Big Six profile sheeting with matching flashings and accessories.

The Contractor shall prepare detailed sheeting drawings and the aim must be to minimise the number of different lengths of sheets used to facilitate ease of erection. Sheets shall be cut to size in accordance with the sheeting drawings at the factory prior to delivery to site.

1.2 Tolerances (Additional clause N.10.5)

The tolerance for misalignment of side joints, end joints, edges of fascias, ridging, etc., shall be 10 mm in all three planes for this Contract.

1. CONSTRUCTION

1.1 Drawings and shop details (Clause 5.1)

1.1.1 Design Drawings (Clause 5.1.1)

The Engineer will include on the design drawings the size, number and grade of all bolt connectors as well as thickness of end plates or details of connections as appropriate.

1.1.2 Contractor Provides Shop Details (Clause 5.1.2)

Delete the contents of this Clause and replace with the following:-

"The Contractor is responsible for providing prepared shop details. The Engineer will submit to the Contractor design drawings as per Clause 5.1.1 in SABS 1200 H timeously in accordance with the Contractor's submitted programme. No design or stress diagrams will be submitted to the Contractor.

Immediately on receipt of such design drawings, the Contractor shall satisfy himself that the drawings contain all the information for the preparation of his own shop details. Any necessary supporting calculations, together with any other necessary drawings, shall be submitted to the Engineer in duplicate for approval at least one week before commencement of fabrication. The Contractor's drawings shall be complete in every respect (including welding details, which shall be fully described) and shall be checked by the Contractor prior to submission. One copy of each drawing will be retained by the Engineer and the other copy will be returned to the Contractor with the Engineer's comments and/or written approval as the case may be.

Before the commencement of fabrication the Contractor shall obtain from the Engineer approval of the shop details in writing. The approval given by the Engineer relates to structural adequacy and does not absolve the Contractor from his responsibility for dimensional accuracy.

With reference to the shop details and drawings to be prepared by the Contractor and to be submitted to the Engineer, the Contractor shall take the following fully into account:

- a) Purlins and girts shall only be spliced at frame centreline positions.
- b) The proposed method and sequence of erection of members, including the proposed method of propping and/or bracing during erection, shall be submitted to the Engineer together with the shop details and drawings.
- c) The stability of the entire structure during erection remains the responsibility of the Contractor."

1.2 Fabrication (Clause 5.2)

Structural Hollow Sections (Clause 5.2.6)

No flattening of ends is permitted.

1.3 Assembly (Clause 5.3)

1.3.1 Welding (Clause 5.3.4)

- a) All welds shall conform to the requirements of SABS 0167-1984 and SABS 044.
- b) All welds shall further be carried out as shown on the Drawings with respect to size, type and length of weld. Gusset plates shall be introduced where necessary to achieve the specified length of weld and strength of joint.

1.3.2 Friction-grip Fastening (Clause 5.3.6)

The contact surfaces at H.S.F.G. bolt splices shall be free from rust, oil, grease, scale and paint at the time the splice is made.

1.3.3 Riveting (Clause 5.3.7)

Delete this Clause.

1.3.4 Protective treatment (Clause 5.3.9)

All steelwork shall be protected as specified on the Drawings.

PARTICULAR SPECIFICATION: PE

PARTICULAR SPECIFICATION PE: THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN

PE1 INTRODUCTION

PE1.1 Purpose and scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

PE1.2 Reference Documents

Occupational Health and Safety Act, (Act No. 85 of 1993)

Compensation for Occupational Injury and Diseases Act.

Client Health and Safety Specification.

Construction Regulations 2003.

The Construction Kit. (CD)

PE1.3 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;

The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification and Risk Assessment and Risk Control (HRA):

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer and/or client.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHSA)

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses the COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

PE1.4 Responsibilities

Notification of Intention to Commence Construction Work

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

The demolition of a structure exceeding a height of 3 meters; or
The use of explosives to perform construction work; or
The dismantling of fixed plant at a height greater than 3 meters; or
The work exceeds 30 days or will involve more than 300 person days of construction work; and
Includes excavation work deeper than 1 meter; or
Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the OHSA and Client specifications.

The above shall also be imposed upon all subcontractors.

Safety Officer Appointment

A part-time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

Risk Assessment Competent Person

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined.

(Annexure E)

Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

PE1.5 Objectives and targets

Compliance with the COMPANY Health and Safety Policy.

Everyone is responsible for organising accident prevention at his or her own level on site.

Safety training is important.

Prevention.

Working safely ensures your job.

The COMPANY management commits itself to the objectives and targets.

Disabling Injury Frequency Rate (DIFR) of 2.0 or less.

90% compliance on monthly Health and Safety Audits.

Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.

Compliance with the Client's Safety Specification for Construction.

PE1.6 Planning and Procedure

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

Administration
Appointments
Safety Committees
Registers, checklists and permits
Incident Management
Emergency Planning
Contractors
Risk Assessments
Audits
Hazardous substance control
Training
Mining Requirements
Roads Requirements
Planning

PE1.6 Implementation of the Occupational Health and Safety Specification

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

PE1.7 Application of the Health and Safety Specification

Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes. (Annexure A)

Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

Health and Safety Representative(s),
Health and Safety Committee Member(s)
Management Representative / Site Agent

Attached in the form of Annexure C and D, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will be conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

Site Establishment
Demolition works
Excavation
Concrete works
Lifting operations
Hand held tools
Motorised Equipment

Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

Safety Consultant. (When available)
Contractor's site representative. (Supervisory level)
Contractor's site representatives. (Operating level)
Project Engineer nominated representative. (Co-opted status)

Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

Induction Training

Induction training shall be attended with the Client as well as The COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes. (Annexure E)

Awareness Training

Weekly awareness training shall be conducted using The COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. (Annexure F)

Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

General Record Keeping

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

$$\text{DIFR (Disabling Injury Frequency Rate)} = \frac{\text{DI's}}{\text{Man-hours}} \times 1\,000\,000$$

$$\text{DISR (Disabling Injury Severity Rate)} = \frac{\text{Days Lost}}{\text{Man-hours}} \times 1\,000$$

General Inspection, Monitoring and Reporting

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

Internal Audits

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant shall be conducted on the audit schedule attached as per Annexure G.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

Incentives

No incentive scheme is being identified unless required by the client.

Penalties

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

Emergency Procedures

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

First Aid Box and Contents

The Site Agent shall ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

Accident and Incident Reporting and Investigation

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

Personal Protective Equipment and Clothing

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided.

Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

Permits

The COMPANY shall ensure that access to site works is restricted to construction personnel.

All attempts will be made to restrict spectator access.

Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)

Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

Health and Safety in Practice

Excavations

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;

All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;

The safe working procedure shall be communicated to all employees who may be effected by the work; and The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.

For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline. Material excavated shall be removed from the point of excavation.

Ensure stability of adjoining structures.

Demolition

No demolition work is being envisaged on this project.

Explosives and Blasting

No blasting activities are envisaged on this project.

Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately. Access to all HCS records shall be afforded to the project engineer at all times.

Fuel / Diesel

Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.

Bulk storage areas shall be bunded.

Re-fuelling shall be conducted in designated re-fuelling areas only.

Spill-kits shall be available at all times in these designated areas.

The surface of the bunded areas and walls shall be of impermeable material.

The bunded area shall be sloped towards a collection pit.

Asbestos

No asbestos is to be used on this Project.

Plant and Machinery

Construction Plant

All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.

Service and maintenance of the vehicles shall be of a high standard at all times.

All plant shall subject to design be fitted with back-up alarms and audible indicating devices.

The COMPANY shall ensure that all construction plants moving parts are adequately protected.

Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.

Construction plant identified for use shall be operated by a trained and authorised operator.

All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.

Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.

The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.

Plant shall be fitted with an extinguisher where practicable.

Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

Transport of Personnel

Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.

No personnel shall be permitted to travel on any plant or equipment on the site works.

Road safety principles shall be adhered to on and off site.

Vessels under Pressure (VuP) or Gas Bottles

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.

Ensuring that all personnel who shall use this equipment are competent and trained.

Ensuring the users of this equipment are issued with the required PPE.

Ensuring the area is adequately identified as a noise area and warnings are posted.

Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.

Ensuring the correct fire prevention and fighting equipment is available at all times.

Noise levels where possible shall be kept within reasonable operating norms.

Fire Equipment

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.

Placement of all extinguishers shall be depicted with the required pictograms.

Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.

The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.

The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

Hired Plant and Machinery

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

Only approved hire companies shall supply equipment to the site.

Hired plant shall be checked for safety compliance prior to being accepted for use on site.

Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators' competency be verified and the operator undergo an induction training session.

The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.

The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

Scaffolding / Working at heights / Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

False work / Formwork for Structures

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Lifting Machinery and Tackle

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.

Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.

Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.

Records shall be kept of all lifting machinery and tackle inspections and Load Tests.

Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.

A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.

Lifting machinery shall be operated under supervision at all times with a trained banksmen who shall inspect all tackle before each lift.

All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.

The Operators shall be tested for medical fitness.

Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

Ladders shall be clearly numbered, and inspected on the register provided.

A competent person shall be identified and appointed as the ladder inspector.

Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.

Ladders shall be secured at the top and chocked at the base to prevent slipping.

Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.

Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.

Proper storage shall be provided for all ladders when not in use.

General Machinery

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.

The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7) (a), as and when required.

The COMPANY shall ensure that records are maintained of all services conducted.

Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

Earth leakage system will be tested monthly.

Malfunctions shall be repaired immediately or replaced.

Lighting shall be so positioned as not to interfere with construction activities.

Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

Minimum compliance with legislation.

Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.

Persons competent to inspect the equipment shall be appointed in writing.

Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.

The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.

All users shall undergo regular awareness training to ensure compliance.

The Site Agent shall ensure the required PPE and clothing is provided and maintained.

Public Health and Safety

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

Night Work

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

Facilities for Safe Keeping / eating areas

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

Sufficient seating;

Seating under cover;

Protected change room;

Toilets.

Hand wash facility.

Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.