



UBUHLEBEZWE MUNICIPALITY

**CONSTRUCTION OF HIGHFLATS MARKET STALLS
(RE-ADVERTISEMENT)**

2SL PE or 3SL

BID NO: UBU-B-02/02/23

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

CIDB (CRS) No. _____

CSD Reg No. _____

THIS TENDER CLOSES AT **12H00**

AT THE OFFICES OF THE UBUHLEBEZWE MUNICIPALITY,
PEACE INITIATIVE HALL, IXOPO TOWN
ON THE 01 MARCH 2024

NO LATE SUBMISSIONS WILL BE CONSIDERED

UBUHLEBEZWE MUNICIPALITY

P O Box 132

IXOPO

3276

Tel: (039) 834 7700

Fax: (039) 834 1168

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UBUHLEBEZWE MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	UBU-B-02/02/23	CLOSING DATE:	01 MARCH 2024	CLOSING TIME:	12H00
DESCRIPTION	CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)				
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					
Peace Initiative Hall					
Ixopo Town					
3276					
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:	
SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
SCHEDULE 3: TOTAL NUMBER OF ITEMS OFFERED			SCHEDULE 4: TOTAL BID PRICE	R	
SCHEDULE 5: SIGNATURE OF BIDDER			SCHEDULE 6: DATE		
SCHEDULE 7: CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		DEPARTMENT	IPD	
CONTACT PERSON	Ms SY Sityata		CONTACT PERSON	Mrs N C Mohau	
TELEPHONE NUMBER	039 834 7700		TELEPHONE NUMBER	039 834 7700	
FACSIMILE NUMBER	039 834 1168		FACSIMILE NUMBER	039 834 1168	
E-MAIL ADDRESS	ssityata@Ubuhlebezwe.gov.za		E-MAIL ADDRESS	ncmohau@Ubuhlebezwe.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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS**

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Monday, 29 January 2024
CIDB CONTRACTOR GRADING	:	2 SL PE or 3SL
COMPULSORY BRIEFING MEETING	:	10:30am, Tuesday, 13 February 2024
VENUE FOR COMPULSORY BRIEFING MEETING	:	Highflats Community Hall Highflats
CLOSING DATE	:	Friday, 01 March 2024
CLOSING TIME	:	12H00
CLOSING VENUE	:	Peace Initiative Hall Ixopo Town
INSTRUCTIONS	:	Bid submission must be submitted in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS

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UBUHLEBEZWE MUNICIPALITY
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CONSTRUCTION OF HIGHFLATS MARKET STALLS

Part T1: Tendering Procedures

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UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

29 Margaret Street
Ixopo
3276
Tel: 039 8347700
E-mail: mm@ubuhlebezwe.gov.za



Po Box 132
Ixopo
3276
Fax: 039 8341168
Webpage: www.ubuhlebezwe.gov.za

UBUHLEBEZWE MUNICIPALITY

INVITATION TO BID

Ubuhlebezwe Municipality invites suitable, qualified, and experienced service providers to provide services to the municipality.

PROJECT NAME	BID NUMBER	COMPULSORY BRIEFING SESSION AND SITE INSPECTION	CIDB GRADING	MINIMUM FUNCTIONALITY SCORE	AVAILABILITY OF TENDER DOCUMENTS	NON-REFUNDABLE PRICE	CLOSING DATE
Construction of Highflats Market Stalls (Re-advertisement)	UBU-B-02/02/23	13 February 2024 at 10:30 Venue: Highflats Hall	2SL PE or Higher	70%	Documents will be available on the 05 th February 2024 at 10h00	R845.25 per doc. Cashier's Office, 29 Margaret Street	01 March 2024 at 12h00
Development of Ubuhlebezwe Local Municipality Single Land Use Scheme (Wall to Wall Scheme) (Re-advertisement)	UBU-B-02/10/23						
Land Audit for jurisdiction of Ubuhlebezwe Municipality (Re-advertisement)	UBU-B-02/09/23						
Supply, Delivery and Installation of 250kva Generator (Re-advertisement)	UBU-B-04/10/23	14 February 2024 at 10:30 Venue: Peace Initiative Hall	2EP or Higher	60%		R491.40 per doc. Cashier's Office, 29 Margaret Street	23 February 2024 at 12h00
Supply, Delivery and Installation of Solar Powered Streetlights (Re-advertisement)	UBU-B-05/10/23	06 February 2024 at 12:00 Venue: Peace Initiative Hall	1EP or Higher				
Call for Proposals to Lease Municipal owned Property -ERF 565 (situated within Soweto Hall) (Re-advertisement)	UBU-B-06/10/23						
Call for Proposals to Lease Municipal owned Property-ERF 565 (free standing building previously known as Morning Side Creche)(Re-advertisement)	UBU-B-07/10/23	15 February 2024 at 10:30 Venue: Soweto Hall					01 March 2024 at 12h00

The completed tender documents complying with the conditions of tender must be sealed and endorsed with 'BID DESCRIPTION AND BID NUMBER' must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be opened in public. The name

and address of the bidder must be clearly written on the sealed envelope containing the bid. Tender documents will also be available free of charge on www.etenders.gov.za and www.ubuhlebezwe.gov.za.

Enquiries regarding this notice may be directed as follows: For technical related matters - Attention: Ms NC Mohau (ncmohau@ubuhlebezwe.gov.za) for Land Use Scheme, Streetlights and Generator. Mr U Dukada (udukada@ubuhlebezwe.gov.za) for Land Audit & Lease of Municipal owned Properties, and Ms S Sityata (ssityata@ubuhlebezwe.gov.za) for SCM related matters: Tel: 039 – 834 7700 Fax: 039 – 834 1168.

The tenders will be adjudicated via two stages of which the first stage will be functionality and the second stage will be 80:20 Preference Point systems where 80 is for the price and 20 is for the preference goals. Each bidder must score a minimum score for functionality to be considered for the second stage of evaluation.

Ubuhlebezwe Municipality will be using the following preferential goals to allocate points.

PREFERENCE GOAL		80/20	Documents required for verification
GOAL 1 - Ownership – Maximum points		10	
Business owned	More than 50% by black person	4	ID copy of Director/Owner and CSD
	Less than 50% by black person	2	ID copy of Director/Owner and CSD
	More than 50% by black women	3	ID copy of Director/Owner and CSD
	Less than 50% by black women	2	ID copy of Director/Owner and CSD
	More than 50% by black youth	2	ID copy of Director/Owner and CSD
	More than 50% by disabled person	1	ID copy of Director/Owner and CSD
GOAL 2 – RDP – Maximum points		10	
Promotion of Business	Falls under the SMME category – QSE/EME	3	Certified copy of B-BBEE Certificate / Sworn Affidavit
	Located within KZN province	2	CSD and Proof of municipal accounts/ affidavit
	Located in South Africa outside KZN Province	1	CSD and Proof of municipal accounts/ affidavit
	Located within Harry Gwala District	2	CSD, Proof of municipal accounts/ affidavit and proof of residence signed by a councilor/ Inkosi/ Induna not older than 3 months
	Located within Ubuhlebezwe Municipality	3	CSD, Proof of municipal accounts/ affidavit and proof of residence signed by a councilor/ Inkosi/ Induna not older than 3 months

Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered.

The Ubuhlebezwe Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000. Bids shall be valid for a period of 90 days. The Ubuhlebezwe Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.


M.E Mkhize
Municipal Manager

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS

T1.1.1 LOCALITY PLAN: CLARIFICATION MEETING VENUE

Refer to C4.2, page 184

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

F.1 GENERAL

F.1.1. Actions

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

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

Note:

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

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

F.1.2. Tender Documents

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

F.1.3. Interpretation

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

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

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

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

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

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4. Communication and Employer's Agent

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

F.1.5. Cancellation and Re-Invitation of Tenders

F.1.5.1. An organ of state may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2. The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6. Procurement Procedures

F.1.6.1. General

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

F.1.6.2. Competitive Negotiation Procedure

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

F.1.6.2.2. All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3. Proposal Procedure Using the Two-Stage System

F.1.6.3.1. Option 1

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

F.1.6.3.2. Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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

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

F.2.2. Cost of Tendering

F2.2.1 *Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.*

F2.2.2 *The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.*

F.2.3. Check Documents

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

F.2.4. Confidentiality and Copyright of Documents

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

F.2.5. Reference Documents

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

F.2.6. Acknowledge Addenda

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

F.2.7. Clarification Meeting

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

F.2.8. Seek Clarification

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

F.2.9. Insurance

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

F.2.10. Pricing the Tender Offer

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

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

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

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

F.2.11. Alterations to Documents

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

F.2.12. Alternative Tender Offers

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

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

F.2.12.3 *An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.*

F.2.13. Submitting a Tender Offer

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

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

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

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

- F.2.13.5.** *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.*
- F.2.13.6.** *Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.*
- F.2.13.7.** *Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.*
- F.2.13.8.** *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*
- F.2.13.9.** *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*
- F.2.14. **Information and Data to be Completed in all Respects****
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.*
- F.2.15. **Closing Time****
- F.2.15.1.** *Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*
- F.2.15.2.** *Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*
- F.2.16. **Tender Offer Validity****
- F.2.16.1.** *Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.*
- F.2.16.2.** *If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.*
- F.2.16.3.** *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*
- F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*
- F.2.17. **Clarification of Tender Offer after Submission****
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.*
- Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*
- F.2.18. **Provide other Material****
- F.2.18.1.** *Provide, on request by the employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.*

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

F.2.19. *Inspections, Tests and Analysis*

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

F.2.20. *Submit Securities, Bonds, Policies, etc.*

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

F.2.21. *Check Final Draft*

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

F.2.22. *Return of Other Tender Documents*

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

F.2.23. *Certificates*

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

F.3 *The Employer's Undertakings*

F.3.1. *Respond to Requests from the Tenderer*

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

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

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

F.3.2. *Issue Addenda*

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

F.3.3. *Return Late Tender Offers*

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

F.3.4. *Opening of Tender Submissions*

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

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

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

F.3.5. Two-envelope System

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

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

F.3.6. Non-disclosure

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

F.3.7. Grounds for Rejection and Disqualification

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

F.3.8. Test for Responsiveness

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

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

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

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

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

F.3.9. Arithmetical Errors, Omissions and Discrepancies

F.3.9.1 *Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:*

- a) the gross misplacement of the decimal point in any unit rate;*
- b) omissions made in completing the pricing schedule or bills of quantities; or*
- c) arithmetic errors in:*
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
 - ii) the summation of the prices.*

F3.9.2 *The employer must correct the arithmetical errors in the following manner:*

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10. Clarification of a Tender Offer

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

F.3.11. Evaluation of Tender Offers

F.3.11.1. General

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

F.3.11.3 Method 2: Functionality and Price

In the case of a functionality and price

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.*
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.*

F.3.11.6. Decimal Places

Score price, preferences and functionality, as relevant, to two decimal places.

F.3.11.7. Scoring Price

F.3.11.8. Scoring Preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9. Scoring Functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration;*
- M_s is the maximum possible score for quality in respect of a submission; and*
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.*

F.3.12. Insurance Provided by the Employer

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

F.3.13. Acceptance of Tender Offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,*
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,*
- c) has the legal capacity to enter into the contract,*
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,*
- e) complies with the legal requirements, if any, stated in the tender data, and*
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.*

F.3.11. Prepare Contract Documents

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

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

F.3.14.2. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

F.3.15. Complete Adjudicator's Contract

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

F.3.16. Notice to Unsuccessful Tenderers

F.3.16.1. *Notify the successful Tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period.*

F.3.16.2. *After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted. The successful tenderer will be notified if no appeals are received.*

F.3.17. Provide Copies of the Contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.18. Provide Written Reasons for Actions Taken

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

F.3.19. Transparency in the procurement process

F3.19.1 *The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.*

- F3.19.2** *The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.*
- F3.19.3** *The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.*
- F3.19.4** *The client must publish the information on a quarterly basis which contains the following information:*
- *Procurement planning process*
 - *Procurement method and evaluation process*
 - *Contract type*
 - *Contract status*
 - *Number of firms tendering*
 - *Cost estimate*
 - *Contract title*
 - *Contract firm(s)*
 - *Contract price*
 - *Contract scope of work*
 - *Contract start date and duration*
 - *Contract evaluation reports.*
- F3.19.5** *The employer must establish a Consultative Forum which will conduct a random audit in the implementation. of the transparency requirements in the procurement process.*
- F3.19.6** *Consultative Forum must be an independent structure from the bid committees.*
- F3.19.7** *The information must be published on the employer's website.*
- F 3.19.8** *Records of such disclosed information must be retained for audit purposes.*

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
<i>1 (class of construction works)</i>	<i>1</i>	<i>500 000</i>
<i>2 (class of construction works)</i>	<i>2</i>	<i>1 000 000</i>
<i>3 (class of construction works)</i>	<i>3</i>	<i>3 000 000</i>
<i>4 (class of construction works)</i>	<i>4</i>	<i>6 000 000</i>
<i>5 (class of construction works)</i>	<i>5</i>	<i>10 000 000</i>
<i>6 (class of construction works)</i>	<i>6</i>	<i>20 000 000</i>
<i>7 (class of construction works)</i>	<i>7</i>	<i>60 000 000</i>
<i>8 (class of construction works)</i>	<i>8</i>	<i>200 000 000</i>
<i>9 (class of construction works)</i>	<i>9</i>	<i>N/A</i>

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

CIDB Class of Construction	
<i>CE</i>	<i>Civil Engineering</i>
<i>EB</i>	<i>Electrical Engineering Work - Building</i>
<i>EP</i>	<i>Electrical Engineering Work - Infrastructure</i>
<i>ME</i>	<i>Mechanical Engineering</i>
<i>GB</i>	<i>General Building</i>
<i>SB</i>	<i>Asphalt Works (Supply and Lay)</i>
<i>SC</i>	<i>Building Excavations, Shaft Sinking and Lateral Earth Support</i>
<i>SD</i>	<i>Corrosion Protection (Cathodic, Anodic and Electrolytic)</i>
<i>SE</i>	<i>Demolition and Blasting</i>
<i>SF</i>	<i>Fire Preventions and Protection Systems</i>
<i>SG</i>	<i>Glazing, Curtain Walls and Shop Fronts</i>
<i>SH</i>	<i>Landscaping and Horticulture Works</i>
<i>SI</i>	<i>Lifts, Escalators and Travellators (installation, commissioning and maintenance)</i>
<i>SJ</i>	<i>Piling and specialized foundations for buildings and structures</i>
<i>SK</i>	<i>Road Marking and Signage</i>
<i>SL</i>	<i>Structural Steel Fabrication and Erection</i>
<i>SM</i>	<i>Timber Buildings and Structures</i>
<i>SN</i>	<i>Waterproofing of basements, roofs and walls using specialist equipment</i>
<i>SO</i>	<i>Water Supply and Drainage for buildings (wet services, plumbing)</i>
<i>SQ</i>	<i>The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.</i>

T1.2.2 Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause No.	Variation, Amendment or Addition
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F.1	General
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F.1.1	Actions
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*Add the following to the end of **Clause F.1.1**:*

The Employer is Ubuhlebezwe Municipality, represented by Mrs N C Mohau
(E-mail: ncmohau@Ubuhlebezwe.gov.za)

F.1.2	Tender Documents
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*Add the following to the end of **Clause F.1.2**:*

"The Tender Document for this Contract comprises the following:

Not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
4. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
5. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.

VOLUME 1: ISSUED TO TENDERERS:

The Tender

T1: Tendering Procedures
T1.1 to T1.2

T2: Returnable Documents
T2.1 to T 2.22

The Contract

C1: Agreements and Contract Data
C1.1 to C1.8

C2: Pricing Data
C2.1 to C2.2

C3: Scope of Works
C3.1 to C3.8

C4: Site and Other Information
C4.1 to C4.2

VOLUME 2: ISSUED TO TENDERERS

Book of Drawings (as listed in C4.5.4)

F.1.4 Communication and Employer's Agent

Add the following to the end of **Clause F.1.4**:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: **BI Infrastructure Consultants (Pty) Ltd** (represented by Mr Fortune Dube)

Address: 42A Montgomery Drive
Athlone
PIETERMARITZBURG
3201

Telephone No: [033] 345 4125
Fax No.: [033] 345 3883
Email: fortune@biiconsultants.co.za

Tender and Technical Queries must be directed to Ms N. C. Mohau

Telephone No: [039] 834 7700
Fax No.: [039] 834 1168
Email: ncmohau@Ubuhlebezwe.gov.za

F.2 Tenderer's Obligations

F.2.1 Eligibility

Add the following to the end of **Clause F.2.1.1**:

A. Construction Industry Development Board (CIDB) Registration

- Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than **2SL** class of construction work, are eligible to submit a tender offer.

B. Joint Ventures are eligible to submit a tender offer provided that:

- Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
- The lead partner has a contractor grading designation in the SL class of construction work and has a grading designation of not lower than one level below the required grading designation;
- The value of work to be undertaken by each partner must be within their CIDB grading limit.
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations(2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4SL class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor grading designation 8

5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

D. Attendance of Compulsory Site Briefing

Only Tenderers who have attended the compulsory site briefing and have form A3 "Clarification Meeting Certificate" signed by the Employers agent or his representative will be eligible to submit a tender offer.

E. Time for Completion of the Contract

The time for completion of the contract is stated in sub clause 2.6 of the Contract Data.

F. Tenderer's Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.

F.2.7 Clarification Meeting

*Add the following to the end of **Clause F.2.7**:*

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

F2.10.3 Pricing the Tender Offer

*Delete the contents of **Clause F.2.10.3** and replace with the following:*

This tender is **NOT** subject to Contract Price Adjustment.

F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.

F.2.13 Submitting a Tender Offer

F.2.13.2 *Delete the contents of **Clause F.2.13.2** and replace with the following:*

“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.

Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1:List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2:Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.

Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”

F.2.13.3 *Add the following at the end of **Clause F.2.13.3**:*

“Number of copies required is One (1) original and one (1) complete copy.”

Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled but must be submitted in the original format in which they were issued by the Employer.”

F.2.13.4 *Add the following after the first sentence of **Clause F.2.13.4**:*

“The tender shall be signed by a person duly authorised to do so.”

F.2.13.5 *Add the following after the first sentence of **Clause F.2.13.5**:*

“The Employer’s address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:

Location of tender box: **Peace Initiative Hall
Ixopo**

Identification details: **BID NO. UBU-B-02/02/23: CONSTRUCTION OF HIGHFLATS
MARKET STALLS (RE-ADVERTISEMENT)**

F.2.13.6 *Delete the contents of **Clause F.2.13.6** and replace with the following:*

“A two-envelope Procedure as described in **Clause F.3.5** will **not** be followed.”

F.2.15 Closing Time

F.2.15.1 *Add the following to the end of **Clause F.2.15.1**:*

“The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender”

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following to the end of **Clause F.2.16.1**:*

“The tender offer validity period is 90 days.”

F.2.16.2 *Add the following to the end of **Clause F.2.16.2**:*

“The maximum extension on the tender offer validity period is 90 days.”

F.2.17 Clarification of Tender Offer after Submission

*Add the following to the end of **Clause F.2.17**:*

"A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."

F.2.23 Certificates

*Add the following to the end of **Clause F.2.23**:*

"The Tenderer is required to submit the following certificates with the tender as per requirements of **Clause F.2.13.2**:

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 57).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document B2 in Part T2, page 58).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

C. Bargaining Council Certificates

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.3 The Employer's Undertakings

F.3.1 Respond to Requests from the Tenderer

F.3.1.1 *Delete the contents of **Clause F.3.1.1** and replace with the following:*

"The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents."

F.3.4 Opening of Tender Submissions

F.3.4.1 *Add the following to the end of **Clause F.3.4.1**:*

The time and location for opening of the tender offers is:

Time : **12H00 on Friday, 01 March 2024**

Location : **Peace Initiative Hall**

F.3.5 Two-envelope system

*Delete the contents of **Clause F.3.5** and replace with the following:*

F.3.7 Grounds for rejection and disqualification

*Add the following to the end of **Clause F.3.7**:*

"Tenderers will be disqualified if any if,

- a) Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector
- b) If the Tenderer has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.
- c) If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"

F.3.8 Test for Responsiveness

F.3.8.2 Add the following to the end of **Clause F.3.8.2**:

"Tenders will also be considered non-responsive if:

- a) The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended.
- b) The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1.
- c) If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.
- d) The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment.
- e) There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."

The following conditions will apply:

- a. The tender offer is signed by a person authorized to sign on behalf of the tenderer,
- b. A Tenderer who submitted tenders as joint venture has included an acceptable Joint Venture Agreement with his tender,
- c. The Tenderer or any of its principals, directors or managers is not employed by the state or any municipality,
- d. Quotation / proposal must be on a company letterhead,
- e. Bids submitted are to hold good for a period of 90 (ninety) days and must be inclusive of VAT,
- f. The enclosed forms MBD 4, MBD6.1, MBD 8 and MBD 9 must be scrutinized, completed and submitted together with your bid,
- g. **NB: No Bid will be considered from persons in the services of the state,**
- h. Proof of company registration,
- i. A Valid Tax Clearance Certificate is included with this tender or Tax compliance status with verification pin,
- j. Proof of CIDB Registration,
- k. In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days),
- l. In the case of a bidder leasing the property, they must provide a lease agreement and letter from the landlord stating that rent is up to date. The letter must not be older than 3 months,
- m. In the case of the bidder operating in an area that does not pay rates, they must attach a sworn affidavit stating that rates are not paid in that area. The affidavit must not be older than 3 months,
- n. If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached). The affidavit or letter must not be older than 3 months,
- o. The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with public sector,
- p. The tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given written notice to this effect; and
- q. The Employer is satisfied that the Tenderer or any his principles has not influenced the tender offer and acceptance by the following criteria:
 - Having offered, or promised or given a bribe or other gift remuneration to any person in connection with the obtaining or execution of this contract,

- Having acted in fraudulent or corrupt manner in obtaining or executing this contract, having approached an officer or employee of the Employer or Employers' Agent with the objective of influencing the award of a Contract in the Tenderer's favour,
- Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; and
- Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Add the following to the end of **Clause F.3.11.1**:

"The Procedure for the evaluation of responsive tenders is **Method 1: Price and Preference**. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of **70 points** in order to qualify for further evaluation."

F.3.11.9 Scoring Functionality

Replace this clause with the following:

The functionality will be applied as a prequalifying criteria to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Details	Total Max Points	Item Max Points
Criteria 1: Approach: Methodology and Preliminary Programme	20	
1.1 Methodology and Preliminary Programme		
The methodology and preliminary programme to include the full scope of work described in the work specification and schedule of quantities. The Programme should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. Taking into account factors (i) & (ii) listed below the, a score will be allocated for the submitted programme as per the ranking outlined below.		
(i) logic of the sequencing of construction activities		
(ii) correlation with the cash flow and practicality of the completion timeframes of the respective activities		
The Methodology and Preliminary Programme must be submitted under "Returnable Documents", (Schedule A5, page 33).		
Good (fully complies with requisite (i) and (ii) above)		20
Average (partly complies with requisite (i) and (ii) above)		10
Poor (does not comply with requisite (i) and (ii) above)		5
Criteria 2: Experience of Site Personnel	35	
2.1 Site Agent (SA)	20	
If SA has 5 years' experience and has completed similar projects		20
If SA has 3 years' experience and has completed similar projects		15
If SA has 2 years' experience and has completed similar projects		10
If SA has NOT completed similar projects in last 2 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under "Returnable Documents", (Schedule A9, page 37). (The required minimum qualification for the Site Agent is a National Diploma in any of the following disciplines Civil Engineering, Quantity Survey or Project Management) No points will be allocated if proof of qualifications is not attached		

Details	Total Max Points	Item Max Points
2.2 General Foreman (GF)	15	
If GF has 5 years' experience and has completed similar projects		15
If GF has 3 years' experience and has completed similar projects		10
If GF has 2 years' experience and has completed similar projects		5
If GF has NOT completed similar projects in last 2 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed GF must be submitted under "Returnable Documents", (Schedule A9, page 37).		
Criteria 3: Experience of Company		
3.1 Relevant Experience	30	
6 points per appointment letter and completion certificate		30
Tenderer has NOT completed a similar project		0
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in (Schedule A7, page 38) of the Returnable Documents. Similar projects are: (i) Building works/Structural Projects for any Local, Provincial & National Authority		
Criteria 4: Plant and equipment	15	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below, and chooses to hire some or all of the required plant, then the points indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. Points for hire plant will be allocated if an original letter of Intent is attached from a Plant Hire Company. Tenderers are to attach logbooks for plant owned or hired as proof of ownership and latest copy of licence renewal. Details of owned and hired plant and equipment are to be entered in (Schedule A10, page 38) of the Returnable Documents		
1 x 10m ³ Tipper trucks		5
1 x walk behind roller		5
1 x Loader (0.50m ³ bucket)		5
TOTAL POINTS FOR QUALITY		100
TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE		

F.3.16 Notification to unsuccessful tenderers

Delete the contents of **Clause F.3.16.2** and replace the following:

"If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, Ubuhlebezwe Municipality. The format of the appeal must:

- f) set out the reasons for the appeal
- g) state in which way the appellant's rights have been affected by the decision
- h) state the remedy sought
- i) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of Ubuhlebezwe Municipality's acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Ubuhlebezwe Municipality's appeals process."

F.3.17 Provide Copies of the Contracts

*Add the following to the end of **Clause F.3.17**:*

"The number of paper copies of the signed contract to be provided by the Employer is ONE."

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B4: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

T.1.2.3.2 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.3 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.4 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R4 800** per month and an additional **R200** per month airtime and data allowance throughout the contract.

T.1.2.3.5 Labour Intensive Construction / Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Relocation of existing services
- Traffic control
- Traffic accommodation
- Brickwork
- Concrete works
- Steel fixing and shuttering
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rate is **R200/day**. It should be noted that this rate is subject to adjustments to take into account inflation and other factors.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy.

Part T2: Returnable Documents

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T2.1 List of Returnable Documents	27
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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE	ATTACH ED
	Returnable documents required for tender evaluation purposes		YES/NO
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers		
A1	Clarification Meeting Certificate	29	
A2	Authority To Sign Documents	30	
A3	Certificate or Authority for Joint Ventures	31	
A4	JV Agreement	32	
A5	Preliminary Programme	33	
A6	Bank Rating Certificate	34	
A7	Schedule of Work Experience of Tenderer	35	
A8	Tender's Current Projects and Size of Enterprise	36	
A9	Proposed Key Personnel of Enterprise	37	
A10	Schedule of Construction Plant	38	
A11	Company Registration Documents	39	
A12	ID Copies for Members	40	
A13	Alterations / Amendments by Tenderer	41	
A14	Record of Addenda to Tenderers	42	
A15	Declaration of Interest (MBD4)	43	
A16	EMPOWERMENT AND PREFERENTIAL POINTS ALLOCATION (MBD 6.1)	45	
A17	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	49	
A18	Certificate of Independent Tender Determination (MBD 9)	51	
A19	Proof of Municipal Account	54	
A20	Form concerning fulfilment of the construction regulations 2014	55	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender		
B1	CIDB Contractor Registration Certificate	54	
B2	Tax Clearance Certificate & Verification Pin	55	
B3	Proof of Central Supplier Database (CSD) registration	56	
B4	Letter of Good Standing	57	
Schedule C	Other Documents that will form part of The Contract		
C1.1	Form Of Offer And Acceptance	62	
C1.2	Contract Data	67	
C1.3	Tenderer's Direct Participation of Targeted Labour	73	
C1.4	Tenderer's Direct Participation of Targeted Enterprises	76	
C1.5	Proforma Performance Guarantee	78	
C1.6	Occupational Health And Safety Agreement	81	
C2.1	Pricing Instructions	84	
C2.2	Pricing Data and Bill of Quantities	86	
C3	Scope of Work	95	
C4	Site Information	183	

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

T2.2 RETURNABLE SCHEDULES

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A1. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*
of (tenderer)
.....
of (address)
.....
.....
Telephone number
Fax number
Email
on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF UBUHLEBEZWE MUNICIPALITY:

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF THE TENDERER:

NAME

SIGNATURE

DATE

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A2. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....

.....

*Delete whichever is inapplicable

1.	 NAME	 SIGNATURE	 DATE
----	---------------------	--------------------------	---------------------

2.	 NAME	 SIGNATURE	 DATE
----	---------------------	--------------------------	---------------------

WITNESSES:

1.	 NAME	 SIGNATURE	 DATE
----	---------------------	--------------------------	---------------------

2.	 NAME	 SIGNATURE	 DATE
----	---------------------	--------------------------	---------------------

UBUHLEBEZWE MUNICIPALITY
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A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms, authorised signatory of the company, close corporation or partnership.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

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A4. JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

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A5. METHODOLOGY AND PRELIMINARY PROGRAMME

The tenderer must attach hereto the methodology and preliminary programme.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A6. BANK RATING CERTIFICATE

The tenderer must attach hereto the bank rating certificate.

SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

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A7. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A8. TENDERER'S CURRENT PROJECTS & SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

Tenderers must furnish hereunder details of similar works/service, which they are currently undertaking.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A9. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION		
Site Agent					
General Foreman					

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A10. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall indicate if plant is OWNED or HIRED.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	Owned / Hired

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A11. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A12. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

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A13. ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to Clause F3.8.2 on page 10 of the Standard Conditions of Tender in the Tender Data, regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

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A14. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

UBUHLEBEZWE MUNICIPALITY
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A15. DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.
- 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 of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.
- ² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS(RE-ADVERTISEMENT)

A16. MBD 6.1: EMPOWERMENT AND PREFERENTIAL POINTS ALLOCATION

1. 1.GENERAL CONDITIONS

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

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

1.2 To be completed by the Organ of State

(delete whichever is not applicable for this tender)

- (a) The applicable preference point system for this tender is the 90/10 preference point system.
- (b) The applicable preference point system for this tender is the 80/20 preference point system.
- (c) Either the 90/10 or 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 Preference 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 Organ of State

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
GOAL 1 - Ownership – Maximum points	5	10		
Business owned more than 50% by black person	2	4		
Business owned less than 50% by black person	1	2		
Business owned more than 50% by black women	1.5	3		
Business owned less than 50% by black women	1	2		
Business owned more than 50% by black youth	1	2		
Business owned more than 50% by disabled person	0.5	1		
GOAL 2 – RDP – Maximum points	5	10		
Promotion of Business falls under the SMME category – QSE/EME	1.5	3		
Promotion of business located within KZN province	1	2		
Promotion of business located in South Africa outside KZN Province	1	1		
Promotion of business located within Harry Gwala District	1	2		
Promotion of business located within Ubuhlebezwe Municipality	1.5	3		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

TYPE OF COMPANY/ FIRM [Tick applicable box]

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

[TICK APPLICABLE BOX]

5.4 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 purchaser 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 purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as 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 by the National Treasury 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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

A17. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

A18. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Bidding Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT TENDER 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 ofthat:
(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 a contract.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

UBUHLEBEZWE MUNICIPALITY
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A19. PROOF OF MUNICIPAL ACCOUNT

The tenderer shall attach hereto as proof of municipal accounts, in the form of:

- In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days).
- In case of a bidder leasing the property, they must attach a lease agreement and signed letter from landlord stating that rent is up to date (letter must not be older than 3 months)
- In case of the bidder operating in an area that doesn't pay rates, they must attach an affidavit stating that rates are not paid in the area (affidavit must not be older than 3 months).
- If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or a signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached (affidavit or the letter must not be older than 3 months).

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
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A20. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

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

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

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

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

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

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

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

.....

.....

.....

.....

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

(Tick)

YES	
NO	

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

UBUHLEBEZWE MUNICIPALITY
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B2. TAX CLEARANCE COMPLIANCE STATUS (PIN) CERTIFICATE (MBD 2)

The tenderer shall attach hereto a valid Tax Clearance Compliance Status (Pin) Certificate from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Compliance Status (Pin) Certificate.

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

UBUHLEBEZWE MUNICIPALITY
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B3. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

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B4. LETTER OF GOOD STANDING (COIDA)

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

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C1.1. Form of Offer and Acceptance Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO: UBU-B-02/02/23 – CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

The tenderer, identified in the offer signature block below, 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 authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

..... 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

Name and address of Organisation:

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

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1: Agreement and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five 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.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY

29 Margaret Street

P.O Box 152, Ubuhlebezwe

3276

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such Agreement shall be recorded here.
3. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above Agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject

Details

.....

.....

.....

2. Subject

Details

.....

.....

.....

3. Subject

Details

.....

.....

.....

4. Subject

Details

.....

.....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY UBUHLEBEZWE MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

CONFIRMATION OF RECEIPT

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

the (day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C1.2. 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 Employer's Agent.

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 12 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date **six (6) months** after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is Ubhulebezwe Municipality represented by Mr ME Mkhize 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: Employer's Agent

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, BI Infrastructure Consultants (Pty) Ltd acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer's Agent is: BI Infrastructure Consultants (Pty) Ltd or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement Contract.

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 Employer's Agent or delivered to the Contractor by the Employer's Agent.

Clause 1.2.1.2: Notices

The name of the Employer is	:	Ubuhlebezwe Municipality
The address of the Employer is	:	29 Margaret Street, Ixopo, 3276
The name of the Employer's Agent is	:	BI Infrastructure Consultants (Pty) Ltd
The address of the Employer's Agent is	:	42A Montgomery Drive Athlone PIETERMARITZBURG 3201

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 Employer's Agent. 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 Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

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 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee, required insurances, Health and Safety File 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 5.6.1: 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 is Saturday, Sunday, 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 Employer's Agent 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

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	1 days	October	3 days
March	3 days	July	1 days	November	4 days
April	1 days	August	1 days	December	5 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 Employer's Agent 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 5.8.

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 Proforma Performance Guarantee shall be worded as set out in the document included in C1.5.
The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to contract price adjustment.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

Add the following to Clause 6.10.3:

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

Clause 6.10.5: Payment of Retention Money

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Employer's Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Employer's Agent ..” and replace with the words “.. the full limit of retention money shall be held until the Employer's Agent ..”

Clause 6.10.5.1

In the sixth line, delete the words “ .. of the second half ..”

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Employer's Agent the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by ad-hoc adjudication.

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 Employer's Agent.

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:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C1.3. Tenderer's Direct Participation of Targeted Labour

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Labour

Individuals, employed by the contractor and his / her targeted enterprise in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 3 months.

1.3 Target Area

For this project, the target area is defined as **Ward 13** of the **Ubuhlebezwe Municipal Area**.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of **10%** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

Labour Intensive Construction / Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Relocation of existing fences
- Packing of gabion stone for gabion mattresses
- Construction of stone pitched drains
- Installation of subsurface drainage system
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- General cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 4) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_o) \times N_A$$

Where D = tendered Contract Participation Goal percentage.

Do= the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% (minimum: **10%**) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff is considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C1.4. Tenderer's Direct Participation of Targeted Enterprises

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Enterprise

TARGETED ENTERPRISES ARE THOSE MAJORITY BLACK-OWNED SMMES WHOSE PRIMARY AREA OF OPERATION IS WITHIN THE UBUHLEBEZWE MUNICIPALITY BOUNDARY. WHERE THERE ARE NO SUITABLE TARGETED ENTERPRISES WITHIN UBUHLEBEZWE MUNICIPALITY BOUNDARY THAT CAN BE ENGAGED TO SUPPLY PARTICULAR GOODS AND SERVICES REQUIRED A SUITABLE MAJORITY BLACK-OWNED SMME WHOSE PRIMARY AREA OF OPERATION IS WITHIN THE HARRY GWALA DISTRICT MUNICIPALITY BOUNDARY WILL BE ACCEPTED AS A TARGETED ENTERPRISE.

2. Conditions associated with the Contract Participation Goals (CPG)

THE TENDERER UNDERTAKES TO:

- 1) Appoint targeted enterprises to undertake a minimum of **20 %** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) Accept the sanctions set out in Section 4 below should such conditions be breached.

3. Variations to the targeted construction procurement specification SANS 1914-4

THE VARIATIONS TO SANS 1914-4 ARE SET OUT BELOW. SHOULD ANY REQUIREMENTS OF THE VARIATIONS CONFLICT WITH REQUIREMENTS OF SANS1914-4 THE REQUIREMENTS OF THE VARIATIONS SHALL PREVAIL.

3.3 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Net Amount (NA) and not calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$\begin{aligned} \text{Where } P &= 0,50 \times (D - D_0) \times NA \\ D &= \text{Tendered Contract Participation Goal percentage.} \\ D_0 &= \text{the contract participation goal which the employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.} \\ NA &= \text{Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist subcontractors, expenditure specified by the Employer's Agent for items with no local labour content and specialist contractors excluding vat)} \\ P &= \text{Rand value of penalty payable} \end{aligned}$$

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of% (minimum: **20%**).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

.....

Name:

.....

Duly authorized to sign on behalf of:

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
Total			

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C1.5. Proforma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means:

Physical address:

"Employer" means: UBUHLEBEZWE MUNICIPALITY

"Contractor" means:

"Employer's Agent" means: BI Infrastructure Consultants (Pty) Ltd

"Works" means:

"Site" means:

"Contract: means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C1.6. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN UBUHLEBEZWE MUNICIPALITY (HEREINAFTER 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.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

--

NAME

--

SIGNATURE

--

DATE

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF UBUHLEBEZWE MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

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C2.1 Pricing Instructions	84
C2.2 Bill of Quantities	86

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
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C2.1 PRICING INSTRUCTIONS

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganeutron
MN.m	=	meganeutron-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described 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 will be used as a basis for assessment of payment for additional work that may have to be carried out.

4. It will be assumed that prices included in these Bills 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.stanza.org.za or www.iso.org for information on standards)
5. 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 such items
 6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
 7. The quantities set out in these Bills 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.
 8. 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.
 9. Short descriptions of the items of payment given in these Bills 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.
 10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
 11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI filled in against every item so designated the works, or parts of the work so designated are to be constructed using labour-intensive methods only.

UBUHLEBEZWE MUNICIPALITY
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C2.2 Bill of Quantities

Section	Description	Page
1	PRELIMINARY & GENERAL	88
2	TRADERS STALLS	89
	SUMMARY	92

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
1.00		SECTION 1: PRELIMINARY & GENERAL				
	SABS 1200 A	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this Bill				
1.1	8.30	<u>Fixed-charge items</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.2		Establish facilities on the Site				
1.2.1	8.3.2.3	Facilities for Engineer:				
		b) Name Board	Sum	1		
1.2.2	8.3.2.3	Facilities for Contractor	Sum	1		
1.2.3	8.3.3	Other fixed-charge obligations	Sum	1		
1.2.4	PSA	Preparation of risk assessments, safe work procedures, the project H & S file, provision of protective clothing and other H&S matters that the contractor deems necessary	Sum	1		
1.2.5	PSA	Completing, updating and checking the Project H&S file and handing over to the Client on completion of the works	Sum	1		
1.2.6	8.3.4	Removal of Site establishment on completion	Sum	1		
1.3		<u>Time-related items</u>				
1.3.1	8.4.1	Contractual Requirements	Months	4		
1.3.2		Establish facilities on the Site				
1.3.2.1	8.4.2.3	Facilities for Engineer:				
		b) Name Board	Months	4		
1.3.3	8.4.2.3	Facilities for Contractor	Months	4		
1.3.4		Supervision for duration of contract	Month	4		
1.4		<u>Sums Stated Provisionally by Engineer</u>				
1.4.1	PS1.6.4	Student Trainee appointed by Employer	Months	4	6 000.00	24 000.00
1.4.2		Notice and warnings to consumers	Prov Sum	1	2 500.00	2 500.00
1.4.3	PS1.6.5	Community Liaison Officer for duration of contract	Months	4	5 000.00	20 000.00
1.4.4		Overhead and Profit on Provional Sums Above	%	46 500		
SUB TOTAL CARRIED TO SUMMARY						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
2.1	SANS 1200 C	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this Bill SITE WORKS SITE CLEARANCE Clear and grub building site. Cart materials and debris to unspecified sites and dump. Cut to level site (building platform) and import 150mm thick Earth filling material, supplied from commercial sources (Type G5) compacted to 98% Mod AASHTO density unless otherwise described. Rate to include for soil poisoning and protection against termites Chlordane or Aldrin type (or similar approved) termite soil insecticide applied by a registered Pest Control Company and guaranteed against termite infestation for ten years.	m ³	246.50		
2.1.1	8.2.1					
2.2	SANS 1200GA	CONCRETE, FORMWORK AND REINFORCEMENT CONCRETE Concrete: of specified strength in: (Rate to include for formwork/shuttering and welded mesh fabric Ref 245	m ³	205.40		
2.2.1	8.4					
2.2.1.1		30 MPa concrete 125mm thick surface bed cast in panels with steel float finish	m ³	205.40		
2.3		MASONRY Masonry brickwork to consist of SABS approved concrete bricks to 85mm gauge in stretcher bond with equal horizontal and vertical joints <u>Sizes in descriptions</u> Where sizes in descriptions are given in brick units, one-brick shall represent the length and "half-brick" the width of a brick <u>Face bricks</u> Bricks shall be ordered timeously to obtain uniformity in size and colour <u>Pointing</u> Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. <u>Samples</u> Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site.				
2.3.1		BRICKWORK <i>Rate to include for facing and pointing in stretcher bond, brick reinforcement, galvanised hoop iron ties (1.2 x 35 x 530mm long with one end shot pinned to concrete and other end built into brickwork), dampproofing, internal plastering and painting.</i>				
2.3.1.1		External face bricks "Corobrik Firelight Travertine FBX" or similar approved pointed with square recessed horizontal and vertical joints. Brickwork of NFP bricks in class II mortar a) Half brick wall b) One brick wall	m ² m ²	1247.40 346.50		
CARRIED FORWARD						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
BROUGHT FORWARD						
2.4		ROOF COVERINGS, ETC PROFILED METAL SHEETING AND ACCESSORIES 0.80mm Thick Safintra SA produced "Safloc 410" Marble White G4 Colortech Aluminium interlocking concealed fix roof sheeting fixed to circular hollow section steel purlins (steel purlins elsewhere measured) by means of SL410 clips secured to purlins with suitable Safintra approved wafer head self-tapping fasteners, installed by a Safintra approved contractor all in strict accordance with the manufacturer's instructions				
2.4.1		Roof covering fixed on top of steel structure	m ²	1275.12		
2.4.2		Roof covering fixed on sides and back of steel structure	m ²	1265.88		
2.5		STRUCTURAL STEELWORK SUPPLEMENTARY PREAMBLES <i>All dimensions and levels to be checked on site prior to construction. Any discrepancies to be reported to the engineer</i> <i>Fabrication and erection of steelwork to be in accordance with national building regulations and SANS1200: Part 2, Section H-1990</i> <i>A complete set of shop drawings shall be submitted to the engineer for approval before fabrication commences. These drawings will be scrutinised to ensure adequate end connections and member sizes only. Dimensional accuracy is the sole responsibility of the contractor</i> <i>All cold formed hollow sections and hot rolled structural steelwork to be grade '350W' unless otherwise noted</i> <i>If splices in steel members are required for transport or manufacture, proposals for this must be submitted to the engineer for approval</i> <i>Base plates shall be grouted with a minimum 25mm thick cementitious non-shrink grout (40MPa)</i> <i>All welding to be minimum 6mm continuous fillet welds unless otherwise noted</i> <i>All bolts shall be grade 8.8 and hot dip galvanised</i> <i>Unless otherwise noted, and a minimum of 2 bolts per connection</i> <i>All structural steel work to be hot dipped galvanised as per ISO 1461:2009</i> <i>Corrosion protection for all structural steel members should be applied in strict accordance to manufacturer's specifications</i> <i>Bolts, nuts and washers are deemed to be included in descriptions</i> <i>Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete</i> <i>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</i> THE FOLLOWING IN GALVANISED STRUCTURAL STEEL ROOF STRUCTURE Supply, deliver and install a complete traders shed frame consisting structural steel frame as per Drawing No. BII313/09/04 to cover 6No. traders stalls. Rate to include for preparation of shop drawings and all the for 10mm thick baseplates, M20 HIT-RE 500 Hold down bolts with HIT-V injection mortar, preparing, cleaning with galvanised iron cleaner, rinsing and painting one coat Sigma over 280 primer and two coats. Roof covering measured elsewhere.				
2.5.1		Supply, deliver and install a complete traders shed frame consisting structural steel frame as per Drawing No. BII313/09/04 to cover 6No. traders stalls. Rate to include for preparation of shop drawings and all the for 10mm thick baseplates, M20 HIT-RE 500 Hold down bolts with HIT-V injection mortar, preparing, cleaning with galvanised iron cleaner, rinsing and painting one coat Sigma over 280 primer and two coats. Roof covering measured elsewhere.	No	12.00		
2.5.2		Supply, deliver and install a complete traders shed frame consisting structural steel frame as per Drawing No. BII313/09/04 to cover 3No. traders stalls. Rate to include for preparation of shop drawings and all the for 10mm thick baseplates, M20 HIT-RE 500 Hold down bolts with HIT-V injection mortar, preparing, cleaning with galvanised iron cleaner, rinsing and painting one coat Sigma over 280 primer and two coats. Roof covering measured elsewhere.	No	1.00		
CARRIED FORWARD						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
BROUGHT FORWARD						
2.5.3		Supply, deliver and install a complete traders shed frame consisting structural steel frame as per Drawing No. BII313/09/04 to cover 4No. traders stalls. Rate to include for preparation of shop drawings and all the for 10mm thick baseplates, M20 HIT-RE 500 Hold down bolts with HIT-V injection mortar, preparing, cleaning with galvanised iron cleaner, rinsing and painting one coat Sigma over 280 primer and two coats. Roof covering measured elsewhere.	No	1.00		
2.5.4		Supply, deliver and install 4No of 500mm Tornado Ventilator as supplied by Windmaster Roof systems to be installed on roof of each cooking stalls.	No	2.00		
2.6		Remove steel shed on the existing concrete traders tables. Backwashing the existing concrete traders tables and place on new position under the new the traders table. Fixing the broken locking system of existing traders table. Rate to include for any remedial work such as replacing hinges, rust protection and painting	NO	60.00		
2.7		Provisional sums stated by Engineer				
2.7.1		Allowance for relocation of existing traders shelters to a designated place and maintain during construction	Sum	1.00	50 000.00	50 000.00
2.7.2		Allowance for water supply to all traders stalls	Sum	1.00	50 000.00	50 000.00
2.7.3		Allowance for stormwater drainage management as directed by the Engineer	Sum	1.00	40 000.00	40 000.00
TOTAL FOR SECTION 2 CARRIED FORWARD TO SUMMARY						

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description	Amount
1	PRELIMINARY & GENERAL	R
2	TRADERS STALLS	R
Sub Total		R
Add 10% contingencies		R
Sub Total		R
Add 15% VAT		R
TOTAL CARRIED TO THE FORM OF OFFER PART C1.1		R

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS

Declaration

(In respect of completeness of Tender)

Ubhlebezwe Municipality
Municipal Building
29 Margaret Street
Ixopo

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document comprising **186** pages + the Bill of Quantities comprising **5** pages in consecutive order upon which my/our tender for the **BID NO: UBU-B-02/02/23 - CONSTRUCTION OF HIGHFLATS MARKET STALLS** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

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C3.1 Description Of The Works	95
C3.2 Procurement	96
C3.3 Engineering	98
C3.4 Construction	99
C3.5 Particular Specification	101

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work
Specifications

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The Ubhulebezwe Municipality is embarking on an urgent project to Construction of Highflats Market Stalls in Ward 13. The existing stalls/ shed are old and damaged while there is need for more stalls/shelters for informal traders within Highflats.

The informal traders in Highflats are presently served by old and dilapidated shelter and other are trading in makeshift shelters which are in unacceptable standards. Therefore, there is an urgent need to construct the identified Highflats Market Stalls to provide shelter/stalls for informal traders to sell their wares from. The objective of the employer is to finish construction during the 2023/24 financial year.

The project entails the construction of 12No of market stalls each containing 6 traders, 1No of market stall containing 3 traders and 1No of market stall containing 4 traders in Highflats, and thus a total of 79 traders' stalls or selling points on Zone 1, 2 and 3.2.

The following types of trades will be serviced by the Construction of Highflats Market Stalls:

Zonal Description	Type of Trade	Number of Stalls Required
1	Cooking Vendors (Kitchen)	1
	Small Livestock Traders (Chicken)	15
	Fruit and Vegetables Traders	38
2	Cooking Vendors	1
	Small Livestock Traders (Chicken)	1
	Fruit and Vegetables Traders	14
3.2	Fruit and Vegetables Traders	9
Total		79

The market stalls are to be constructed in accordance with Standards of South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200. The terrain in the area is mostly flat.

C3.1.2 Overview of the Works

The structures to be constructed are trader stall infrastructure as to facilitate the trading of goods for local community vendors. The structures comprise of reinforced concrete pad footing foundations, with a structural steel canopy/covering. The vendors will trade off a reinforced suspended concrete slab, inclusive of a common storage facility to service the resident vendors with masonry trader stands.

The project aims to upgrade it to an acceptable standard, to improve the socio-economic conditions of the local informal traders and the local community in large.

The works will constitute the following items:

1. Removal of the existing damaged stalls and its disposal to an environmentally safe site
2. Mass earthworks and layer works for platforms for market stalls
3. Construction of market stalls using structural steel
4. Construction of platforms for the containers to be used for the market stalls
5. Construction of new stormwater drainage infrastructure including open drains to manage stormwater runoff.

C3.1.3 Extent of Works

The work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the General Conditions of Contract 2015.

The work to be undertaken by the Contractor includes, but is not limited to, the following:

1. General

The following general items will be included in the contract:

- The establishment on site of the Contractor's campsite;
- The supply of plant, labour, tools, equipment and materials necessary to complete the work; Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations; Clearing and grubbing of the site;
- Landscaping and finishing off of the site on completion of the works.

2. Earthworks layers:

The following earthworks will be undertaken under this contract

- Restricted excavation for foundations and footings in all materials and use for backfill, embankment or dispose.
- Ripping and compacting in-situ subgrade to 95% Mod AASHTO
- Importation and construction of a G5 layer to 98% Mod AASHTO

3. Concrete & reinforcement :

- Erection of formwork and fixing of steel reinforcement
- Casting of RC foundations and RC surface bed. Construction of mass concrete counter slabs

4. Masonry :

- Construction of walls for foundations where necessary and for trader stands

5. Structural Steelwork:

- Erection of structural steel sections for 13No of trader stalls

6. Ancillary works:

- Backwashing the existing storage facilities
- Installation of traders storage facilities

C3.1.4 Location of the Works

The market stalls / shelters are situated in Highflats, Ward 13 area within the Ubuhlebezwe Municipality.

- Coordinates: 30° 15' 35.44" S, 30° 11' 42.92" E

C3.1.5 Description of Site and Access

The site can be accessed from R56 turning towards Highflats and driving 22.1km on R612 till you get to Highflats.

C3.1.6 Temporary Works

All design and the construction of any temporary works must be approved by the Engineer.

UBUHLEBEZWE MUNICIPALITY
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CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C3.2. Procurement

C3.2.1 Preferential Procurement Procedures

C3.2.1.1 Requirements

The Preferential Procurement Procedures are detailed in C1.3 (Tenderer's Direct Participation of Targeted Labour) and C1.4 Tenderer's Direct Participation of Targeted Enterprises.

C3.2.1.2 Resource Standard Pertaining to Targeted Procurement

State the number, title, part and edition of SANS 1914 Targeted Procurement applicable to the contract and all data, variations and definitions required - e.g. definitions of targeted groups, weighting factors etc. (Refer to SANS 10396 for specific guidance)

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

C3.2.2 Subcontracting

C3.2.2.1 Scope of Mandatory Subcontract Works

No requirements specified.

C3.2.2.2 Preferred Subcontractors / Suppliers

No requirements specified.

C3.2.2.3 Subcontracting Procedures

Subcontractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and were required / necessary a subcontractor shall be selected in consultation with the Employer.

C3.2.2.4 Attendance on Subcontractors

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C3.3. Engineering

C3.3.1 Design Services and Activity Matrix

The following will be the responsibility of the contractor to attend to:

- Check for location of and protection of existing services
- Preparation of as-built drawings

C3.3.2 Drawings

It will be the contractor's responsibility to produce any Bulk Earthworks drawings and variations to the design and as built drawings.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specification

The specification for the contract is the Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

C3.4.1.2 Particular Specifications

Refer to C3.5.

C3.4.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.4.2 Plant and Materials

C3.4.2.1 Plant and Materials Supplied by the Employer

None

C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Employer's Agent. Construction needs to be carried out according to the Construction Drawings.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of market stalls / shelters including earthworks.

C3.4.3.2 Equipment Provided by the Employer

None

C3.4.4 Existing Services

C3.4.4.1 Known Services

All known services are shown on the Construction Drawings. The onus still lies with the main contractor to ensure that no services are damaged during the construction phase.

C3.4.4.2 Treatment of Existing Services

It is not envisaged that any of the existing services requires temporary or permanent relocation. Special care should be taken working underneath overhead lines.

C3.4.4.3 Use of Detection Equipment for the Location of Underground Services

None

C3.4.4.4 Damage To Services

It is the responsibility of the contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main contractor shall be responsible for the repair of the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

None

C3.4.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable camp site, approved by the Employer's Agent. The main contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

C3.4.5.3 Storage and Laboratory Facilities

No requirements are specified. A commercial laboratory will be utilised.

C3.4.5.4 Other Facilities and Services

No requirements are specified.

C3.4.5.5 Vehicles and Equipment

No requirements are specified.

C3.4.5.6 Advertising Rights

It is the main contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main contractor.

C3.4.5.7 Notice Boards

The main contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing

C3.4.6 Site Usage

The contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

C3.4.7 Permits and Way Leaves

No requirements are specified.

C3.4.8 Water for Construction Purposes

The onus lies with the main contractor to source and pay for construction water. The quality of the construction water should be as specified in Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

C3.4.9 Survey Control and Setting Out of the Works

The setting out benchmarks is provided by the Employer. It is the contractor's responsibility to ensure that the setting out benchmarks are correct and to use these benchmarks for setting out.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C3.5. Particular Specifications

C3.5.1	Standard Specification	102
C3.5.2	Project Specification	103
C3.5.3	Health & Safety Specification	153
C3.5.4	Labour Specification	166

C3.5.1 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.

C3.5.2 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-7	Site Facilities Available
PS-8	Site Facilities Required
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

STATUS

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

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

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

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

C3.5.2.1 PROJECT SPECIFICATION: PORTION 1

C3.5.2.1.1 SABS 1200 PS: GENERAL

PS-1 PROJECT DESCRIPTION

PS-1.1 Employer's Objective

The Ubuhlebezwe Municipality is embarking on an urgent project to Construction of Highflats Market Stalls in Ward 13. The existing stalls/ shed are old and damaged while there is need for more stalls/shelters for informal traders within Highflats.

The informal traders in Highflats are presently served by old and dilapidated shelter and other are trading in makeshift shelters which are in acceptable standards. Therefore, there is an urgent need to construct the identified Highflats Market Stalls to provide shelter/stalls and a container hub for informal traders to sell their wares from. The objective of the employer is to finish construction during the 2023/24 financial year.

The project entails the construction of 12No of market stalls each containing 6 traders, 1No of market stall containing 3 traders and 1No of market stall containing 4 traders in Highflats, and thus a total of 79 traders' stalls or selling points on Zone 1, 2 and 3.2.

The market stalls are to be constructed in accordance with Standards of South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200. The terrain in the area is mostly flat.

PS-1.2 Overview of the Works

The structures to be constructed are trader stall infrastructure as to facilitate the trading of goods for local community vendors. The structures comprise of reinforced concrete pad footing foundations, with a structural steel canopy/covering. The vendors will trade off a reinforced suspended concrete slab, inclusive of a common storage facility to service the resident vendors with masonry trader stands. The project aims to upgrade the existing stall to an acceptable standard, to improve the socio-economic conditions of the local informal traders and the local community in large.

The works will constitute the following items:

1. Removal of the existing damaged stalls and its disposal to an environmentally safe site
2. Mass earthworks and layer works for platforms for structural shelters
3. Construction of market stalls using structural steel
4. Construction of platforms for the containers to be used for the market stalls
5. Construction of new stormwater drainage infrastructure including open drains to manage stormwater runoff where necessary
6. Water connection where necessary.

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 to walls to storage facilities
- Erection of structural steel sections
- 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 Highflats within Ward 13 of Ubuhlebezwe 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
- 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 is 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 the 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 192-1: 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 bench-marks, 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.

The Employer intends to award this contract for commencement of construction in May 2023.

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.

The Employer intends to award construction contracts by May 2023.

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 Harry Gwala District Municipality. Should the contractor's source of water be the Harry Gwala District Municipality, the contractor will be required to ensure that the water account with The Harry Gwala District Municipality is in good standing prior to the issue of completion certificate. The Employer's agent will withhold any payments until arrears are cleared with the Harry Gwala 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 9.1.1 Temporary/Permanent Offices

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and his assistant. The Engineer's offices are to be equipped with the following as a minimum:

- Two desks each with lockable drawers
- Two high back swivel chairs
- Two visitor's chairs
- A facility to store/hang drawings

The Contractor should also make arrangements for covered facilities to enable the accommodation of approximately 12– 16 people during progress site meetings, to be held fortnightly or monthly.

PS 9.1.2 Laboratory Facilities

The Contractor will not be required to provide a testing laboratory on site for use by 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 9.1.4 Telephone Facilities

The Contractor will not be required to provide a telephone for use by the Engineer. The contractor will however be required cover cellphone costs for the engineer's site staff for airtime valued at R250/week. Appropriate items have been provided in the Schedule of Quantities to cover these costs.

PS 9.1.5 Housing Facilities

The Contractor will not be required to provide housing facilities for the Engineer's staff.

PS 9.1.6 Parking Facilities

The Contractor will be required to provide two uncovered parking bays for the Engineer.

PS 9.1.7 Engineer's Transport

The Contractor will not be required to provide transport for the Engineer's staff.

PS 9.1.8 Security

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should allowed for in the rates bided for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other through the schedule items in the Schedule of Quantities.

PS 10. EXISTING SERVICES

PS 10.1 Care, Damage and Protection

Known services will be indicated in the bid and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore, the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

PS 10.2 Blasting

No blasting will be permitted unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining building structures, pipelines or services. In any event the Engineer will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Engineer will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

PS 10.3 Environmental Aspects

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

PS 10.4 Dealing with Water

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

The rates bided shall allow for the requirements of this clause and all incidentals.

PS 10.5 Servitudes and Rights of Way

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the bid drawings. New servitudes will only be registered after completion of the Works.

PS 10.6 Dealing with Damaged Services

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Engineer and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

PS 10.7 Accommodation of Traffic

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

PS 10.8 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Engineer. All haul will be regarded as freehaul.

PS 10.9 Finishing and Tidying and Defects Liability Period

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e. fully commissioned, including finishing and tidying.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Engineer. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

PS 10.10 Employee Accommodation

(See Sub-clause 3.2.1 of Section A of Part 2 and Sub-clause 1.2.1 of Section A of Part 3 of SABS 0120)

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of Maphumulo Municipality, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

PS 10.11 Employment of Local Labour

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that bidders acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R200.00 per day per labourer or R200.00 per task. The task for excavation by hand has been agreed at 2, 4 m³/day (e.g. 0, 76 m x 1, 0 m x 3, 15 m).

No electronic transfers will be allowed for the payment of labour.

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

PS 10.12 Frequency of Labour Wages Payments

The contractor will be required to pay labour on a fortnightly basis

PS 10.13 Training and Capacity Building

During project execution, it is the desire of the Employer that an identified number of community members receive appropriate level of non-accredited training in either pipelaying activities or construction management activities. Within 14 days of appointment, the successful contractor will be required to provide, together with his method statement, a proposal for consideration by the Project Steering Committee for activities in which the community members can receive training. This proposal will be

considered by the Project Steering Committee after which the Contractor will be given an instruction on the training to provide. Training will be provided to local labour that is already in the employ of the contractors as per clause PS 9.8. It must be noted that the Contractor will be required to pay the labour based on their daily rates indicated in PS 9.8.

A minimum of 200 person-days should be provided as non-accredited training. The contractor will be required to provide a training diary and report indicating the following to be updated monthly:

- Details of persons receiving training
- What areas there have been trained in
- Performance of the trainees
- Further training still to be done

Should the contractor fail to provide this training, the Employer reserves the right to seek training from alternative sources. In that case, the cost of the training sought will be deductible from any monies due to the contractor.

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);
- (v) 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;
- (vi) 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
- (vii) 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 5.12.2.2 of the General Conditions of Contract 2015 3rd Edition, 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-13 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-13, 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 N° of Working Days Lost Monthly Due to Normal Rainfall

MONTH	Expected number of working days lost as result of normal rainfall
JANUARY	*4
FEBRUARY	4
MARCH	3
APRIL	1
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	5
TOTAL	30 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 15 December 2023 to 08 January 2024)

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.

C3.5.2.2 PROJECT SPECIFICATION: PORTION 2 (AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS)

C3.5.2.2.1 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.

C3.5.2.2.2 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).

C3.5.2.2.3 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

C3.5.2.2.4 SABS 1200 PSD: EARTHWORKS (PIPE TRENCHES)

PSDB-5 CONSTRUCTION

PSDB- 5.1Precautions

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.

C3.5.2.2.5 SABS 1200 GA: CONCRETE (SMALL WORKS)

PSGA-3 MATERIALS

PSGA-3.2 Cement

PSGA-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.

PSGA-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.

PSGA-8: MEASUREMENT AND PAYMENT

PSGA-8.1 Measurement and rates

PSGA-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."

C3.5.2.2.6 SABS 1200 LB: BEDDING (PIPES)

PSLB 3.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

PSLB 5 CONSTRUCTION

PSLB 5.1 General

PSLB 5.1.4 Compacting

Substitute "90 % of mod AASHTO" in LB 5.1.4 with "93 % of mod AASHTO (100 % for sand)".

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.2 Scheduled Items

PSLB 8.2.2.4 From stockpile (provisional)

a) Selected granular material Unit: m3

b) Selected fill material Unit: m3

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within the free-haul distance.

C3.5.2.2.7 SABS 1200 LE: STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1.1 Material for Subsoil Drainage

PSLE 3.1.1.1 Pipes

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791 but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter $\pm$ 1, 5 mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm $\pm$ 1, 5 mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

PSLE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

PSLE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

PSLE 3.1.1.4 Sand

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

- D15 : 0,2 mm to 0,4 mm
- D85 : 1,2 mm to 4,7 mm

PSLE 5 CONSTRUCTION

PSLE 5.1 Trench Bottom

PSLE 5.1.3 Unsuitable Founding Conditions

Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

PS LE8.2 BEDDING AND LAYING

PS LE 8.2.14 Supply And Install Subsurface Drains According To Drawings Unit: m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

C3.5.2.3 PARTICULAR SPECIFICATION

C3.5.2.3.1 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.

PS3.2 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 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.

C3.5.2.3.2 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.

C3.5.2.3.3 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.

C3.5.2.3.4 PARTICULAR SPECIFICATION PCP: PAINT CORROSION PROTECTION TO STEEL SURFACES

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 reached 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.

PCP 7 APPLICATION OF THE CORROSION PROTECTION SYSTEM

PCP 7.1 General

PCP 7.1.1 Environmental Conditions

Coating systems shall not be applied in high wind and / or dusty conditions. The maximum relative humidity and the minimum temperature of the steel surfaces above dew point during application of the coating systems shall be as stated in the manufacturer's specifications.

Any surfaces to be coated shall be rendered dust and salt free prior to the application of the coating. This shall be accomplished by blowing the surface with clean dry air or by using an industrial vacuum cleaner.

PCP 7.1.2 General Application Procedures

Application shall be carried out in accordance with the coating manufacturer's recommendation. No thinning of the components shall be permitted. Should any conflict arise, the conflict shall be resolved by a meeting between the Engineer and the coating manufacturer's representative prior to any application.

No component application shall be applied when the surfaces are less than 3° above dew point, when the relative humidity is greater than 85%, when the air temperature is below 5°C, or when there is a likelihood of a change in weather conditions within 2 hours of application which would result in air temperatures below those specified or in deposition of moisture in the form of rain, mist, condensation, etc. upon the surface. Dew points shall be determined in accordance with Table 2 below.

Table 2: Dew Point Determination

Dew Points (°C) at Various Relative Humidities								
Air temp	30%	40%	50%	60%	70%	80%	90%	100%
-1,0	-	-	-	-	-6,5	-4	-2	-1
4,0	-	-6,5	-4	-2	0,5	1,5	3,5	4,5
10,0	-6,5	-3,5	0,5	2	3,5	5,5	8,5	10
15,5	0	2	4	8	10	11,5	14	15,5
21,0	3	6,5	10	13	15	18	19,5	21
26,5	7	12	15,5	19	21	23,5	25	26,5
32,0	13	16,5	20,5	24	25,5	28,5	30,5	32
38,0	18	22	25,5	29	31	33,5	36	38

Note:

It is essential to ensure that no condensation occurs on steel surfaces between coats during application of the primer or tape system.

Air at a given temperature can only contain a certain (maximum) amount of water vapour.

The dew points is the temperature of a given air-water vapour mixture at which condensation commences, since at the temperature its maximum water content (Saturation) is reached.

In practice, a safety margin must be kept, whereby the substrate temperature is at least 3°C above dew point.

Cleaned and prepared surfaces shall be primed within four hours of cleaning or other such time limits as may be specified, and prior to sun-set of that day and also before visible rusting occurs. A minimum of 5cm around the edges of cleaned areas shall be left uncoated unless adjoining a coated surface.

For Top Coat, the colour identification shall be as given.

PCP 7.2 Test to establish whether painted surfaces are in a sound condition

Painted surfaces shall be considered sound if the paint is firmly adherent to the substrate and is free from flaking, checking or cracking. Coating that can be lifted with a blunt putty knife shall be removed before re-coating. Should any doubt exist, adhesive shall be tested by the one of the following two methods:

This coating systems (DFT < 150um)

Cross cut test as per SABS Method 159. The value obtained by this test shall not be lower than 6 units.

Thick coating system (DFT > 150 um)

The rating obtained by ASTM 3359, Method A shall not be lower than 3A.

Chalking to existing sound coating systems shall be removed by detergent washing and surface abrasion to the required profile by an approved method.

PCP 7.3 Preparation to localised areas touch-up coating

Where localised corrosion exists in areas of otherwise sound paint, the corroded area shall be thoroughly cleaned St. 2 as specified above. The surrounding sound plant shall be thoroughly abraded by the cleaning operation and the edges feathered into the bare steel area.

Surface preparation shall comprise detergent wash to remove oily contaminants, water wash to remove detergent, then abrasion of the existing sound coating system, to achieve a uniform matt surface of the required profile. Finally, all dust and debris shall be removed by wiping with a damp clean cloth, or by vacuum cleaning or blowing with clean, dry oily-free compressed air.

PCP 7.4 Coating Application

PCP 7.4.1 Primer Application

The primer coat shall be applied onto all areas by brush or roller. The spreading rate and the DFT shall be in strict compliance with that specified by the manufacturer. The film thickness is to be checked with the calibrated film thickness gauges and measured in accordance with SABS Method 141. Where the DFT

does not meet this Specification, additional material shall be applied. In order to achieve and regulate the specified thickness, the Contractor shall carry out frequent wet film thickness checks.

Surfaces not accessible to brushed shall be painted by other suitable approved means to achieve a uniform paint film of adequate thickness.

Brushes used in brush application shall be of a style and quality that will permit proper application of the paint coat. Round or oval brushes are generally considered most suitable for rivets, bolts, irregular surfaces and rough or pitted steel.

Wide flat brushes are suitable for large flat areas, but they shall not have a width of over 120mm. No extension handles shall be permitted on paint brushes.

The brushing shall be done such that a smooth coat, as nearly uniform thickness as possible, is obtained. There shall be no deep or detrimental brush marks. Primer shall be thoroughly worked into all crevices and corners.

Runs or sags shall be brushed out.

In brushing any of the solvent-type coatings, care shall be taken to ensure that no lifting of former coats occurs.

PCP 7.4.2 Stripe Coat

The specified product shall be used to stripe coat all leading edges, welds nuts, and bolts. The product may be brush or roller applied coat to the DFT specified. This coat shall be allowed to cure as specified by the manufacturer.

PCP 7.4.3 Mastic Filing and Sealing of Gaps between Members and Fasteners

Before further coating all gaps between members (e.g. back to back angles) shall be filled with an approved sealant to seal the gaps and limit future oxidation.

PCP 7.4.4 Intermediate Coats

Intermediate coat/s shall be applied to surfaces that are clean and free from dust, oil, moisture and perspiration. All operatives handling cleaned, or partially painted surfaces shall wear clean gloves to avoid contamination of the surface and to ensure good adhesion.

DFT shall be strictly as specified by the manufacturer.

Each coating shall be allowed to dry thoroughly for at least the specified time prior to application of the succeeding coat.

Overcoating times shall not be less than the minimum nor greater than the maximum specified in the manufacturer's Product Data Sheets, relevant to the ambient temperature.

PCP 7.4.5 Final Coating (Top Coats)

PCP 7.4.5.1 Stripe Coats

The specified product shall be used to stripe coat all leading edges, welds nuts, and bolts. The product may be brush or roller applied coat to the DFT specified. This coat shall be allowed to cure as specified by the manufacturer.

PCP 7.4.5.2 Top Coat

The final coat of the specified product shall be brush or roller applied to the DFT specified. Note that more than one coat may be required to achieve the DFT required.

PCP 8 REPAIR OF DEFECTS

PCP 8.1 General

As coating proceeds, all damage to previous coats shall be repairs before the application of any further coat.

PCP 8.2 Inadequate Coating Thickness

Areas with inadequate coating thickness shall be thoroughly cleaned and, if necessary, abraded, and additional coats applied until they meet with this Specification. These additional coats shall blend in with the final coating on adjoining areas.

PCP 8.3 Contaminated Surfaces

Surfaces that become contaminated shall be cleaned of all contamination immediately prior to the application of any following coat. Any residual contaminants shall be removed by dry compressed air or wiped by hand with clean dry rags.

PCP 9 CLEAN-UP

After painting and inspection have been completed, all plant, scaffolding, equipment, surplus materials, and waste resulting from execution of the Works shall be collected and disposed of outside the working area. Over-runs, droppings, and smears shall be removed.

PCP 10 INSPECTION

PCP 10.1 General

The Engineer shall have the right to inspect at all times any tools, instruments, materials, scaffolding, or equipment used or to be used in the performance of the coating application. The Contractor shall make all parts of the Work accessible for these inspections.

The Engineer shall appoint a Coating Inspector who shall act for the Engineer and who will observe all application procedures while work is in progress and who will approve the surface preparation prior to the application of any coating and approve the condition of each coat prior to the application of the following coat.

PCP 10.2 Rejected Work and Equipment

The Engineer shall have the right to condemn any tools, instruments, materials, scaffolding, equipment or work that does not comply with the Specification. Condemned areas of coating shall be marked with a compatible paint of contrasting colour.

Any condemned coating applications, defective preparatory work or any work not conforming to this Specification shall be rectified by the Contractor at no additional cost to the Project. Any condemned tools, instruments, materials, or equipment shall be removed from site and replaced or rectified at no additional cost to the Project.

PCP 10.3 Approval

The Contractor shall notify the Engineer 48 hours in advance of work or part of the work commencing. Prior to final acceptance of part or the complete work, an inspection shall be made. The Contractor and the Engineer shall be present, and the Contractor shall complete an inspection report, which shall be signed by both parties.

PCP 11 REPORTING, QA FORMS AND PROGRESS REPORTS

Together with equipment and manpower schedules, the Contractor shall submit daily inspection reports giving details on weather conditions, air humidity, temperature, particular application complete with its QA forms (e.g. blast cleaning, each coat layer, colour, wet and dry film thickness, anomalies etc). Progress of work compared with the Construction Programme shall be submitted on a weekly basis.

PCP 12 MEASUREMENT AND PAYMENT

PCP 12.1 Scheduled Items

- (a) Steel Surface Preparation by high pressure washing for removal of loose paint corrosion products and contaminants
Unit: m2

The rate shall cover the cost of all plant, equipment, material, water, labour and all detergents and incidentals required to remove soluble salts or other contamination, inspection, testing and testing documentation to obtain the degree of cleanliness and surface profile as specified as well as the removal of all waste and debris.

- (b) Steel Surface Preparation to St 2 for application of Primer

Unit: m2

The rate shall cover the cost of all plant, equipment, material, water, labour and all incidentals required for the cleaning to specification of the entire structural steel area including washing to remove soluble salts or other contamination, inspection, testing and testing documentation to obtain the degree of cleanliness and surface profile as specified as well as the removal of all waste and debris.

- (c) Grinding and Removal of Sharp Edges

Unit: m

The rate shall cover the cost of all plant, equipment, materials, labour and all incidentals required for grinding and forming a 2mm radius to all sharp edges corners, cut ends, holes and to all touch up areas as specified.

- (d) Application of Galvanised Surfaces Primer Complete

The rate shall cover the cost of all plant, equipment, materials, labour and all incidentals required for the mixing and application of the galvanised surfaces primer system to specification.

- (e) Application of Priming System Complete

Unit: m2

The rate shall cover the cost of all plant, equipment, materials, labour and all incidentals required for the mixing and application of the primer system to specification.

Application of Intermediate and Topcoat System Complete

Unit: m2

The rate shall cover the cost of plant, equipment, materials, labour and all incidentals required for the mixing and application of the primer system to specification.

C3.5.2.3.5 PARTICULAR SPECIFICATION PSCRC - CONTINUOUSLY REINFORCED CONCRETE

PSCRC 1 MATERIALS

The construction carried out under this option is in accordance with the specification:

SABS 1200 G: 1200GA with the following amendments.

PSCRC 2 CEMENT

"Subject to the provision of Clause 3.2.2, the cement shall comply with the relevant requirements of the specifications: SABS ENV 197-1 common cements".

Where reference is made to cements throughout, "type" is to be replaced with "strength class".

Quality Portland cement SABS ENV 197 CEM 1 42, 5 (Black bag) shall be used throughout for concrete pavement construction.

PSCRC 3 FORMWORK

Timber or steel forms may be used as side forms and for temporary construction joints.

PSCRC 4 REINFORCEMENT

Reinforcement shall be continuous throughout the whole length of the lane, and as detailed on the drawing or in the relevant bending schedules.

PSCRC 5 CONSTRUCTION JOINTS

No construction joints will be permitted. The Contractor is to programme the works such that the progress of concrete placing is continuous. The only joints that will be allowed, and to be as directed by the Engineer's representative, will be "end of shift" joints and those due to unavoidable plant breakdowns.

Should the Contractor opt to use a ready mix product the Engineer will reserve the right to have standby on site mixers or the authority to call on suppliers, other than those contracted, to supplement the supply and, using all the elements of the design mix, as accepted.

PSCRC 6 EARTHWORKS

The initial excavation is to be carried out by mechanised equipment, to a suitable formation. Labour methods will then be implemented in shaping and compacting to the specified requirements.

PSCRC 7 LAYER WORKS (SUBBASE)

A layer of sub-base material (G5) natural gravel/crushed stone, spread, compacted and trimmed using labour methods, will form the bed on which the concrete is to be laid. Compaction shall be throughout to at least 95% MOD AASHTO maximum density.

PSCRC 8 SURFACE FINISH

A wood float finish followed by a medium broom surface texturing operation is required.

PSCRC 9 MEASUREMENT AND PAYMENT

All the basic principles shall be as applicable to concrete placing.

Excavation

Shaping/trimming/compaction..... Unit: m²

Formworks

Forms Unit: m

Concrete

Mix 30/19 MPA Unit: m³

Mix 25/19 MPA.....	Unit: m²
Reinforcement	
Deformed rebar	Unit: ton
Mesh	Unit: m²
Finish	
Surface finish complete	Unit: m²

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

PSG CONCRETE (Structural)

PSG-3 MATERIAL

PSG-3.2 Cement

PSG-3.2.1 Applicable Specifications

Replace entire paragraph with:

“Subject to provisions of 3.2.2, cement shall comply with the relevant requirements of the following specifications.

SABS ENV 197-1 Common Cements”

After 3.2.2 add new paragraph

“Site Blending

The use of exbids on site shall be in conjunction with Portland cement (CEM I) as defined in SABS ENV 197-1. The exbid shall comply with the applicable specification, listed as follows:

- SABS 1491-1 Ground granulated blast furnace slag (GGBS)
- SABS 1491-2 Fly Ash (FA)
- SABS 1491-3 Condensed silica fume (CSF)

Note: It is recommended that the use of cement exbids be done in consultation with producers of the exbid, cement manufacturers and/or appropriate publications of recognised institutions.”

PSG-3.2.3 Storage of cement

Add the following to this clause:

Cement silos shall be painted white to reduce temperature rise in the cement.

PSG-3.3 Water

Add the following to this clause:

Tanks for mixing water shall be painted white and shall be shaded on all sides from direct radiation from the sun by means of light-coloured plastic sheets at least 500 microns thick or light-coloured sails supported by a proper structure. Sufficient ventilation and sufficient room between the tanks and the sheets or sails shall be provided to prevent a hot-house effect that would raise the water temperature. When concrete is mixed the temperature of the mixing water shall be kept below 20°C and if necessary, crushed ice shall be added to the water tanks or liquid nitrogen shall be injected into the water tanks to achieve this.

PSG-3.4 Aggregates

PSG-3.4.1 Applicable specifications

Replace this clause with the following:

The aggregates shall comply with the requirements of SABS 1083. The maximum water absorption of the coarse aggregate shall not exceed 1 % and the flakiness index shall not exceed 25 %. The maximum water demand of the fine aggregate shall be 190 /m3.

Aggregates to be used in this Contract shall be tested in accordance with subsection C-15 of SABS 1083 to determine whether they are potentially alkali-reactive. If they are alkali-reactive they shall either be replaced with aggregates that are non-reactive or the requirements of PSG-3.2.2.1 in respect of alkali-reactiveness shall apply.

The content of chloride ion in the aggregates shall be determined and shall be within the limits specified in SABS 1083. Test results in this regard shall be submitted to the Engineer.

At bid stage the Contractor shall assure himself by means of tests and test mixes by an accredited laboratory that the fine and coarse aggregates that he intends to use comply with the specification. The

bided rates shall therefore be deemed to allow for the importation of aggregates, if necessary, that do comply with the Specification.

The Contractor shall be responsible for locating the sources of all aggregates.

PSG-3.4.3 Storage of aggregates

Aggregate stockpiles shall be shaded on all sides from direct radiation from the sun by means of light-coloured plastic sheets at least 500 microns thick or light-coloured sails supported by a proper structure. Sufficient ventilation and sufficient room between the stockpiles and the sheets or sails shall be provided to prevent a hot-house effect that would raise the temperature of the aggregates. When the following conditions exist, only the coarse aggregate shall be sprayed with water to assist cooling:

- when the ambient temperature exceeds 30° C;
- when the ambient temperature exceeds 25° C and the relative humidity is low and/or high winds or berg wind conditions exist.

The Contractor shall ensure that drainage of the coarse aggregate stockpile is adequate.

PSG-3.5 Admixtures

PSG-3.5.1 Approval of Admixtures Required

The Contractor shall, by way of the information required in Sub-clause 3.5.1, prove to the satisfaction of the Engineer that proposed admixtures are beneficial and not detrimental to the durability of the concrete.

PSG-3.5.2 Air-entraining Agents

Air-entraining agents shall not be used.

PSG-4 PLANT

PSG-4.5 Formwork

PSG-4.5.3 Ties

Formwork ties in structures shall be of the 12 mm Extended Coil Tie or similar. The Contractor shall allow in his rates for the specified formwork ties and ensure that his formwork is compatible with these ties. No ferrous metal shall remain closer to the surface of the concrete than the cover specified for the reinforcement.

After removal of the plastic spacing cones from the concrete, the openings in the concrete shall be roughened with a mechanical wire brush. Thereafter the openings shall be painted with cement mortar slurry and filled with a shrinkage-free grout such as "M Bed Standard" by Samson or a similar approved. The grout filling shall be applied in such a way as to protect the ties against corrosion.

PSG-5 CONSTRUCTION

PSG-5.1 Reinforcement

PSG-5.1.3 Cover

In Sub Clause 5.1.3(a) amend the words "... or stirrup" to read: "bar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends." Add to Sub Clause 5.1.3: "Tying wire shall not encroach on the specified minimum cover by more than a single strand thickness."

The minimum concrete cover to reinforcement shall be as follows:

- | | |
|---------------------------------------|-------|
| • top reinforcement in concrete slabs | 40 mm |
| • reinforcement in beams, columns | 40 mm |
| • all other reinforcement, bases etc. | 50 mm |

The cover blocks shall be manufactured from concrete of grade, durability, density and impermeability at least equal to that specified for the respective elements except that 13 mm stone instead of 19 mm stone shall be used. The size of the cover blocks shall be 60 mm x 60 mm, with a thickness equal to the

specified cover. Wires shall be cast into the blocks to enable them to be fixed to the reinforcement. The wires shall be fully galvanised Class A as per SABS 675 - 1993.

The wires shall be carefully held in position while the concrete is setting to ensure that all the wires are inserted to a uniform and consistent depth of 50% of the thickness of the cover block for all the cover blocks. The concrete shall be thoroughly compacted and the blocks shall be protected against early drying and shrinkage due to sun and wind, by being kept continually wet while still in the mould. After the blocks have been removed from the mould they shall be kept in water continuously for a minimum of 14 days before being used.

A proper mix design for concrete in cover blocks shall be submitted to the Engineer for approval.

PSG-5.1.4 Splicing

Splice lengths for structures shall not be less than 55 diameters. Where applicable, splices shall be staggered so that they are evenly spread throughout the structure.

PSG-5.2 Formwork

PSG-5.2.1 Classification of finishes

Add the following additional Sub-clauses to Sub-clause (c):

(i) Special off-shutter finish

Special off-shutter formwork shall produce a finish that will comply with the requirements of degree of accuracy I according to SABS 1200 G clause 6.2. For this contract the special off-shutter finish is applicable to all visible concrete.

Formwork panels shall be made of steel panels. Small approved laminated wooden board inserts to steel framed panels may only be used in confined places and the use thereof will be subject to approval by the Engineer. Wooden formwork may, however, not be used at the bottom of walls. (See PSG-5.2.6). The panels shall be free from rust, ridges, fins, bulges, imperfections, irregularities, chips and holes. The concrete surface shall be smooth and free from irregularities, bulges, ridges, imperfections, air bubbles, honeycomb or surface discolourations. Grout checks shall be used at all construction joints and chamfers at all corners.

Joints between panels shall be sealed tightly to prevent local honeycombing or leaching of concrete. Joints between panels shall form straight horizontal and vertical lines which shall be spaced evenly on the formed concrete surface and shall be even and smooth and require minimal or no finishing. The layout of all formwork panels and construction joints shall be discussed with the Engineer before application and shall be approved in writing prior to erection of formwork.

(ii) Visible corners

All visible corners shall have a 25 mm x 25 mm chamfer.

PSG-5.2.5 Removal of formwork

Add the following to Sub-clause 5.2.5.2:

Formwork for concrete shall remain in place after placing of the concrete as indicated in Table 2 for Portland cement.

PSG-5.2.6 Formwork at the bottom of wall (new clause)

Special attention shall be given to the formwork at the bottom of sections of walls. The formwork on both sides in lower sections of walls shall allow for reinforcement at two levels to protrude through the formwork where required. Due to the presence of hooks on the reinforcement and, the arrangement of the reinforcement, it is recommended that this formwork consist of separate horizontal strips with matching semi-circular holes formed on the edges to allow reinforcement to protrude and that these panels be bolted together. Utmost care should be taken to prevent any grout loss at any of the joints or where reinforcement protrudes through the formwork.

The above-mentioned formwork shall be measured separately.

PSG-5.5 Concrete

PSG-5.5.1 Quality

PSG-5.5.1.3 Workability

The workability range (slump) for all concrete shall be between 50 and 75 mm.

PSG-5.5.1.5 Durability

The maximum ratio of water to cementitious material shall be 0.455.

PSG-5.5.1.7 Strength concrete

- (a) Due to the design approach and assumptions adopted for this contract, it is of the utmost importance that good strength concrete with consistent quality and composition is used throughout. All possible measures to limit shrinkage shall be applied.
- (b) In addition to the requirement that the Contractor design the mixes to the specified strengths, the cementitious material content shall be within the limits of 300 kg/m³ to 380 kg/m³ for 30 MPa/19 mm concrete and 360 kg/m³ to 440 kg/m³ for 40 MPa/19 mm concrete.
- (c) All concrete shall be based on designed mixes. Trial mixes shall be made by an approved laboratory with suitable experience in the design of concrete mixes and mix designs and cube results submitted to the Engineer.

PSG-5.5.3 Mixing

PSG-5.5.3.2 Ready-mixed concrete

The use of ready-mixed concrete for this contract will be permitted.

PSG-5.5.5 Placing

PSG-5.5.5.1 Add the following to Sub-clause 5.5.5.1:

The Contractor shall give the Engineer at least 24 hours' notice of his intention to cast concrete.

PSG-5.5.5.5 Add the following to Sub-clause 5.5.5.5:

Concrete in structures shall not be allowed to fall freely through a height of more than 2, 4 m.

PSG-5.5.5.10 Additional Sub-clause after Sub-clause 5.5.5.9

The use of kickers in walls and columns will be allowed.

PSG-5.5.7 Construction Joints

PSG-5.5.7.1 Add the following to Sub-clause 5.5.7.1:

Before construction work commences, the Contractor shall indicate his proposal for positioning and sequence of proposed construction joints on the drawings and submit these to the Engineer for his comment and approval.

PSG-5.5.7.4 Positions of construction joints in floor and roof slabs (new clause)

When construction joints in the roof slab have to be formed, these joints shall form straight lines parallel to columns lines and shall be located at positions one quarter of the span of the slab over column lines. Panels of the roof slab shall be cast sequentially and not in a chequer-board manner.

When construction joints in the floor slab have to be formed, these joints shall form straight lines parallel to column lines and shall be located one quarter of the column spacing away from the column lines. Panels of the floor slab shall be cast sequentially and not in a chequer-board manner.

PSG-5.5.8 Curing and protection

Replace this clause with the following:

(a) Floor and roof slab and wall footing

Above-mentioned structural elements shall be covered with a layer of clean river sand, 20 mm to 25 mm thick, which shall be kept moist.

If the concrete is exposed to thermal shocks like high temperatures and/or dry, warm winds before the sand can be applied, the concrete shall be protected with approved plastic sheets that comply with the requirements as specified below until the concrete surface can be covered with sand or;

(b) Column footings

Above-mentioned structural elements shall be protected with approved plastic sheets that comply with the requirements as specified below immediately after the prescribed surface finishing has been completed. When the concrete has gained sufficient strength to prevent damage to the surface thereof, the plastic sheets shall be removed on a regular basis to allow the application of more water to the concrete to ensure that it is kept moist continuously. Plastic sheets shall be reinstalled after each wetting of the concrete.

(c) Columns

Columns shall be thoroughly sprayed with water immediately after the removal of formwork. Immediately after this the concrete shall be covered with approved plastic sheets. These shall be removed on a regular basis to allow the application of more water to the concrete to ensure that it is kept moist continuously. Plastic sheets shall be reinstalled after each wetting of the concrete.

(d) Walls

Both sides of walls shall be kept moist. Curing shall commence the day after concrete has been cast and shall continue for at least 10 days.

(e) Determination of intervals and duration of application of water

The duration of water application and the intervals at which it should take place will be determined on site by the Engineer and shall be such to prevent the concrete from drying out. The duration and intervals shall be adjusted to allow for adverse conditions such as high temperatures and/or dry, windy conditions.

(f) Plastic sheets

Plastic sheets used for curing shall be waterproof and may not be torn or be otherwise discontinuous. It shall be white or light-coloured. Black or other dark coloured plastic sheets will not be allowed under any circumstances. Sheets shall be held down or fixed securely to the elements being cured and joints in sheets shall be taped to prevent loss of moisture from the concrete. Care shall be exercised to prevent staining of exposed concrete.

(g) Duration of curing

The curing period shall be at least 10 days.

(h) General

Notwithstanding the preceding specifications, the Contractor shall also ensure that the concrete shall not be exposed to thermal shocks during the first 28 days after casting and he shall take the necessary, additional precautionary measures to shield the concrete with plastic sheets or hessian during extreme warm, cold, dry or windy weather conditions. Hessian shall be wetted should the conditions necessitate this. Curing shall be done in such a manner as not to cause staining, contamination or marring of the surface of the concrete.

The Contractor shall take the necessary precautions to prevent water used for curing from penetrating the soil underneath or adjacent construction.

PSG-5.5.9 Adverse weather conditions (see 2.3(a))

PSG-5.5.9.2 Replace the first sentence with the following:

The temperature of the concrete when deposited shall not be allowed to exceed 25° C.

PSG-5.5.10 Concrete Surfaces

PSG-5.5.10.2 Add the following to Sub-clause 5.5.10.2:

(a) Wood-floated Finish

When a wood-floated finish is specified, the surface shall first be treated as specified in Sub-clause 5.5.10.1, and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free from trowel marks with a wood float. The levelled surface shall be wood-floated either by hand or by machine only, to remove trowel marks.

(b) Steel-floated Finish

When a steel-floated finish is specified, the surface shall be treated as specified for a wood-floated finish above, except that when the bleed water has disappeared and the concrete has hardened sufficiently to prevent the migration of concrete foam to the surface, the levelled surface shall be floated with a steel trowel on which a firm uniform pressure shall be applied to provide a dense, smooth, uniform surface free from trowel marks.

(c) Power-floated Finish

When a power-floated finish is specified, the surface shall be treated as specified for a wood-floated finish above, except that the levelled concrete surface shall be power-floated to provide a dense, smooth, uniform surface of high quality free from trowel marks.

PSG-5.5.14 Defects

PSG-5.5.14.1 Add the following to Sub-clause 5.5.14.1:

The method of repair of defects in the concrete shall be by approved epoxy primer, epoxy and filler applied strictly in accordance with the manufacturer's specification or such other methods as may be acceptable to the Engineer. Cementitious mortar may not be used for such remedial works. All repair materials shall be equivalent to concrete in respect of thermal properties and structural elasticity. Such repairs will only be allowed after the defects were inspected by the Engineer and his written approval has been obtained.

PSG-6 TOLERANCES

PSG-6.2 Permissible deviations

PSG-6.2.3 Specified PDS

Replace the permissible deviation for cover to reinforcement (item (a)3)) with -0 +5 mm irrespective of the Degree of Accuracy.

PSG-7 TESTS

PSG-7.2 Testing

PSG-7.2.1 General

Add the following:

The Contractor shall allow for all the costs for quality or process control testing in his rates.

PSG-8 MEASUREMENT AND PAYMENT

PSG-8.1 Measurement and rates

PSG-8.1.2 Reinforcement

Delete Sub-clauses 8.1.2.2 and 8.1.2.3 and substitute the following:

Mild steel and high tensile steel will be measured separately. Welded mesh will be scheduled separately for each type and mass per square metre of mesh.

The rate for steel reinforcement shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled, and the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SABS 920. The rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.

PSG-8.1.3 Concrete

Add the following:

Payment for concrete in structures will be made as follows:

Full payment will be made for concrete when it has been placed and accepted by the Engineer as described in Sub-clause 8.1.3.3 and other relevant clauses.

PSG-8.4.9 Curing (New clause and payment item)

Add the following item:

Curing of concrete (structure to be stated)

Unit: Sum

The stated sum shall include all costs to cure the concrete as specified in Clause 5.5.8 and PSG-5.5.8 in the structures stated. The curing of concrete in other structures not stated will be deemed to be included in the rates bided for concrete under item 8.4.3. Payment will be made in accordance with PSG-8.1.3(b).

PSG-8.11 Miscellaneous Items (New clause and payment item)

These items will be measured per metre, per square metre, or per number or as a sum as scheduled.

The rate or sum shall cover the cost of the complete supply and installation of the scheduled item in accordance with the specifications and as described in the schedule of quantities and as detailed on the drawings including casting into concrete where applicable.

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 tests 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 Rivetting

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-descriptive ultra sonic techniques. Where much 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.

C3.5.2.3.6 MODEL PREAMBLES FOR TRADES

PSMPT 1 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 unshuttered 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.

R: STRUCTURAL STEELWORK

Incorporate the following changes to SABS 1200 H as well as to the Model Preambles of Trades.

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.

2. TOLERANCES (Clause 6)

Setting out points at member centroids shall conform to those shown on the Engineer's Drawings and no eccentricities other than those shown on the Drawings will be allowed.

3. TESTING

3.1 Inspection and Testing of Welds (Clause 7.3)

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

The cost of tests, ordered by the Engineer on welds and proved to be adequate, shall be borne by the Employer.

4. GALVANISING

All steelwork members are to be hot-dip galvanised in accordance with SABS 0763.

C3.5.3 CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

The Contractor shall address the following issues in a report prepared by their safety officer.

1. **Introduction and Background**

2. **Pre-construction health and Safety specification**

2.2.1. Application

2.2.2. Definitions

2.3. **Minimum Administrative Requirements**

2.3.1. Notification of Intention to Commence Construction Work

2.3.2. Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site

2.3.3. Competency for Contractor's Responsible Persons

2.3.4. Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 or 1993

2.3.5. Occupational Health and Safety Policy

2.3.6. Health and Safety Organogram

2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

2.3.8. Health and Safety Representative(s)

2.3.9. Health and Safety Committee(s)

2.3.10. Health and Safety Training

2.3.11. Induction

2.3.12. Awareness

2.3.13. Competency

2.3.14. General Record Keeping

2.3.15. Health & Safety Audits, Monitoring and Reporting

2.3.16. Emergency Procedures

2.3.17. First Aid Box and First Aid Equipment

2.3.18. Accident/ Incident Recording and Investigation

2.3.19. Hazards and Potential Situations

2.3.20. Personal Protection Equipment and Clothing

2.3.21. Occupational Health and Safety Signage

2.3.22. Sub-contractors

2.3.23. Incentives and Penalties

2.4. **Physical Requirements**

2.4.1. Excavations, Shoring, Dewatering or Drainage

2.4.2. Edge Protection and Penetrations

2.4.3. Explosives and Blasting

2.4.4. Piling

2.4.5. Stacking of Material

2.4.6. Speed Restrictions and Protection

2.4.7. Hazardous Chemical Substances (HCS)

2.5. **Plant and Machinery**

2.5.1. Construction Plant

2.5.2. Vessels under Pressure (Gas bottles including Operations)

2.5.3. Fire Extinguishers and Fire Fighting Equipment

2.5.4. Hired Plant and Machinery

2.5.5. Scaffolding / Working on Heights

2.5.6. False work for Structures

2.5.7. Lifting Machine and Tackle

2.5.8. Ladders and Ladder Work

2.5.9. General Machinery

2.5.10. Portable Electrical Tools / Explosive Power Tools

2.5.11. High Voltage Electrical Equipment (Not maintained by cdc)

2.5.12. Public Health and Safety

- 2.5.13. Night Work
- 2.5.14. Transport of Workers
- 2.5.15. Traffic Accommodation

- 2.6. Occupational Health
 - 2.6.1. Occupational Hygiene
 - 2.6.2. Welfare Facilities
 - 2.6.3. Alcohol and Other Drugs

- 3. **Annexure A: Task Completion Form**
- 4. **Annexure B: Principal Contractor's Responsible Persons**
- 5. **Annexure C: Other Requirements**

1. Introduction and Background

1.1. Background to the Pre-construction Health and Safety Specification

The Construction Regulations (July 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

1.2. Purpose of the Pre-construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. costs, programme environment, etc.

2. Pre-construction Health and Safety Specification

2.1. Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2. Interpretations

2.2.1. Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.2.2. Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2014) shall apply.

2.3. Minimum Administrative Requirements

2.3.1. Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

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

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See Annexure B.

2.3.3. Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2014). Proof of competence for the various appointments must be included.

2.3.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5. Occupational Health and Safety Policy

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / contractor.

2.3.6. Health and Safety Organogram

The Principal Contractor and all Subcontractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Subcontractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (toolbox talk strategy to be implemented).

2.3.8. Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.3.9. Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly, and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors' Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10. Health and Safety Training

2.3.10.1. Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. A suitable venue must be supplied to house this training.

2.3.10.2. Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.3.10.3. Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Subcontractors are appointed to carry out construction work.

2.3.10.4. Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

2.3.11. General Record Keeping

The Principal Contractor and all Subcontractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office. Then Principal Contractor must ensure that every Subcontractor open its own health & safety file, maintains the file and makes it available on request.

2.3.11.1. Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained, and appropriate records kept.

- * First Aid dressing register.
- * Fire equipment
- * Lifting equipment
- * Lifting gear
- * Portable electrical equipment
- * Stacking and storage inspections
- * Explosive power tools
- * Materials hoist (were applicable)
- * Pressure Vessels Construction Health and Safety Specification
- * Ladders
- * Excavations
- * Safety harnesses
- * Scaffold-static and mobile.
- * Pneumatic tools
- * Construction vehicles and mobile plant.
- * Health and Safety Representatives checklists

2.3.12. Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Provincial Contractor is obligated to conduct similar audits on all Subcontractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.3.13. Emergency Procedures

The Provincial Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel;
2. Details of emergency services;
3. Actions or steps to be taken in the event of the specific types of emergencies;
4. Information on hazardous material/situations

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.3.14. First Aid Boxes and First Aid Equipment

The Provincial Contractor and all Subcontractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities, including first aid boxes adequately stocked at all times. All Subcontractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.3.15. Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.16. Hazards and Potential Situations

The Principal Contractor shall immediately notify other Subcontractors as well as the Client of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.3.17. Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Subcontractors and their contractors, as they are all Employers in their own right.

2.3.18. Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to 'no unauthorised entry, report to site office', 'site office, beware of overhead work, 'hard hat area'. Signage shall be posted

up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.3.19. Contractors and their Subcontractors

The Principal Contractor shall ensure that all Subcontractors under its control comply with its Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

2.4. Physical Requirements

2.4.1. Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Subcontractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the workers;
- d) Excavated material shall be placed as far as from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring. If the table is high the contractor must ensure that ropes is available to be used in case of a rescue.

2.4.2. Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.4.3. Explosives and Blasting

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

2.4.4. Piling

The Contractor shall ensure that piling is undertaken by a competent Contractor. a SWP shall be submitted to the Client for approval before commencement of this work.

2.4.5. Stacking of Materials

The Principal Contractor and other relevant Subcontractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.4.6. Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Subcontractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.4.7. Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Subcontractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that

the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.5. Plant and Machinery

2.5.1. Construction Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Subcontractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

- * Defective exhaust systems
- * Serious oil or fuel leaks
- * Unsafe bodywork or loads
- * Non-standard equipment fitted.
- * Improperly seated passengers
- * Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.5.2. Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Subcontractors shall comply with the Vessels under Pressure Regulations, including:

1. Providing competency and awareness training to the operators;
2. Providing PPE or clothing;
3. Inspect equipment regularly and keep records of inspections;
4. Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

2.5.3. Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Subcontractors shall Provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person, proof of survey must be kept in the Site Safety File.

2.5.4. Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2014) shall apply. The Principal Contractor shall ensure that operations hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Subcontractors must ensure the same.

2.5.5. Scaffolding / Working at Heights

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2014) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

2.5.6. Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (July 2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.5.7. Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that
5. includes a trained banks man to direct lifting operations and check lifting tackle;
6. The tower crane bases have been approved by an engineer;
7. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.5.8. Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.5.9. General Machinery

The Principal Contractor and relevant Subcontractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.5.10. Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept;
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times; and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round;
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used. **(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).**

2.5.11. High Voltage Electrical Equipment

No high voltage electrical equipment is present on, under or above the construction area.

2.5.12. Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.5.13. Transport of goods and workers

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is an appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.

Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.5.14. Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the SADC Road Traffic Signs Manual 3 Edition to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.6. Occupational Health

2.6.1. Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.6.2. Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.6.3. Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

ANNEXURE A: TASK COMPLETION FORM

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ANNEXURE B: PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

The Principal Contractor shall make the following appointments according to the initial risk assessment:
(further appointments could become necessary as project progress)

Appointment	OHS Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the onsite Health & safety Matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: • 1 The employer • 2 H&S Representative • 3 Designated person • 4 Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Scaffolding Inspector	SABS 085	A Competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.

Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

ANNEXURE C: OTHER REQUIREMENTS

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Toolbox Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: • 1 Incidents / accidents and investigations • 2 Non-conformances by employees & contractors • 3 Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: • 1 Scaffolding • 2 Excavations • 3 Formwork & support work • 4 Explosive tools	
General Inspections	Monthly	• 1 Firefighting equipment • 2 Portable electrical equipment • 3 Ladders • 4 Lifting equipment/slings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

C3.5.4 LABOUR SPECIFICATIONS

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work, which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a L to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

L.1 EMPLOYMENT OF LOCAL LABOUR AND TRAINING REQUIREMENTS

L1.1 SCOPE

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

L1.2 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

'Key Personnel' means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operation.

'Labourer' means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and sub-contractors to perform prescribed work on this Contract. 'Labour' means labourers or workers.

'Labour Register' means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

'Local Labourer' means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

'Targeted Labour' means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

'Worker' for the purposes of this specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

'Workforce' means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

L1.3 ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited /selected from the local communities living in Ward 04

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

L1.3.1 Employment of Local Labourers

Upon the award of the Contract the Contractor shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Contractor and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

L1.3.2 Selection of Local Labourers

The Contractor shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
 - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
 - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (c) Preference shall be given to the long-term and single heads of households;
- (d) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty-five years and women.

After making his selection, the Contractor shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

L1.4 CONTRACTUAL REQUIREMENTS

L1.4.1 Legislation

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

L1.4.2 Labour content

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-contractors.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

L1.4.3 Targeted labour

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG). The minimum local labour goal for this contract shall be 20% of the award value.

L1.4.4 Records and reporting

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which pro-formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Engineer.

The Contractors Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

The contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

L1.4.5 SANCTIONS

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 0,01 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V_A = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

L_M = Local Labour Goal stated in the Project Document

L_A = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

L1.5 PROJECT STEERING COMMITTEE

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Contractor and the community. The PSC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

L1.6 COMMUNITY LIAISON OFFICER

L1.6.1 Appointment

The Contractor shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councillor Project Steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councillor and Local Community PSC and the Contractor. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councillor PSC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

L1.6.2 Duties of the Community Liaison Officer

The Community Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time;
- (b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Engineer;
- (l) perform such other duties as required and agreed upon between all parties concerned.

L1.6.3 Remuneration

The remuneration of the Community Liaison Officer shall be determined jointly by the Contractor, Engineer and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer.

The Community liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Contractor.

L1.7 TRAINING REQUIREMENTS

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (i) The name of the training institution and course programme.
- (ii) Each type of training and course content synopsis.
- (iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Engineer, and the Contractor shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

L1.7.1 Training of Local Labourers

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approved Local Labourers.

L1.7.2 Training for Emerging Contractors (SMME's)

The Contractor shall closely monitor the performance of the principals of Emerging Contractors (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Engineer.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Contractor shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost.

If so indicated, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the contractor's programme of work.

L1.7.3 Labourers remunerated during training

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

L1.7.4 Non-compliance

If at any stage the Engineer notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

L1.8 FORMAL TRAINING

L1.8.1 General

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (ii) A suitably furnished venue (if required)
- (iii) Transport to and from the works (as necessary)
- (iv) Tools, equipment and teaching aids;
- (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

The Contractor shall in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

L1.8.2 Accredited training and attendance

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

L1.8.3 Supervisors

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

L1.8.4 Training records and certificates

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

L1.8.5 Labour / Training Agent

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

L1.8.6 Training centre

If so, specified in the Contract a suitable onsite Training centre shall be provided by the Contractor to the satisfaction of the Engineer. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

L2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)

L2.1 SCOPE

In order to reduce unemployment, the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded wither fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

L2.2 DEFINITIONS

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

'Labour-intensive' means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for it identifies portion or section of the Works.

'Subcontractor' means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

'Workforce' means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

L2.3 LABOUR-INTENSIVE COMPETENCIES OF CONTRACTOR'S STAFF

L2.3.1 Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

The Tenderer shall, when requested by the Employer to do so, submit with his tender the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

L2.3.2 Labour-intensive competencies of supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have completed the relevant NQF level training as indicated in the table below. Emerging contractors shall have personally completed or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)			

L2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as

reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

L2.4.1 Introduction

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

- (b) Additional Definitions:

The following additional definitions shall, unless the context dictates otherwise, apply:

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

L2.4.2 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- (c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

L2.4.3 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) More than forty hours in any week;
 - (ii) On more than five days in any week; and
 - (iii) For more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

L2.4.4 Meal Breaks

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

L2.4.5 Special Conditions for Security Guards

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

L2.4.6 Daily Rest Period

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

L2.4.7 Weekly Rest Period

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

L2.4.8 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
 - (i) The worker's daily task rate, if the worker works for less than four hours;
 - (ii) Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:
 - (i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

L2.4.9 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
 - (i) Absent from work for more than two consecutive days; or
 - (ii) Absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

L2.4.10 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave:
 - (i) Four weeks before the expected date of birth; or

- (ii) On an earlier date:
 - If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - If agreed to between employer and worker; or
- (iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

L2.4.11 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of:
 - (i) The employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

L2.4.12 Statement of Conditions

- (a) An employer must give a worker a statement containing the following details at the start of employment:
 - (i) The employer's name and address and the name of the EPWP;
 - (ii) The tasks or job that the worker is to perform; and
 - (iii) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) The worker's rate of pay and how this is to be calculated;
 - (v) The training that the worker will receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of these conditions of employment.

L2.4.13 Keeping Records

- (a) Every employer must keep a written record of at least the following:
 - (i) The worker's name and position;
 - (ii) In the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) In the case of a time-rated worker, the time worked by the worker;
 - (iv) Payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

L2.4.14 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.

- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:
 - (i) at the workplace or at a place agreed to by the worker;
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (iii) in a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
 - (i) the period for which payment is made;
 - (ii) the numbers of tasks completed, or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (i) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

L2.4.15 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to:
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

L2.4.16 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules of the SPWP;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

L2.4.17 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the

Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

L2.4.18 Termination

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

L2.4.19 Certificate of Service

- (a) On termination of employment, a worker is entitled to a certificate stating:
 - (i) The worker's full name;
 - (ii) The name and address of the employer;
 - (iii) The EPWP on which the worker worked;
 - (iv) The work performed by the worker;
 - (v) Any training received by the worker as part of the EPWP;
 - (vi) The period for which the worker worked on the EPWP; and
 - (vii) Any other information agreed on by the employer and worker.

L2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

Notwithstanding the provisions of the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, the Contractor shall comply with the following relevant statutory legislation:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Labour Relations Act 66 of 1995
- (c) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- (d) Occupational Health and Safety Act 85 of 1993
- (e) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- (f) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

Delete Sub Sub-clause E2.4.3 and replace with the following:

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week."

Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:

"Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours."

Delete Sub-sub-clause E2.4.14 and replace with the following:

"Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly."

L2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

L2.6.1 Requirements for the sourcing and engagement of labour.

- (a) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) **The current minimum daily wage rate for unskilled labour is as determined by KDM EPWP Policy.**
- (c) Tasks established by the contractor must be such that:
 - i) The average worker completes 5 tasks per week in 40 hours or less; and
 - ii) The weakest worker completes 5 tasks per week in 55 hours or less.
- (d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of sub-sub-clause E2.6.1 (c) above.
- (e) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (i) Where the head of the household has less than a primary school education;
 - (ii) That have less than one full time person earning an income;
 - (iii) Where subsistence agriculture is the source of income; and
 - (iv) Those that are not in receipt of any social security pension income
- (f) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (i) 40% women;
 - (ii) 20% youth who are between the ages of 18 and 35; and
 - (ii) 2% persons with disabilities.

L2.6.2 Specific provisions pertaining to SANS 1914-5

(a) Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

(b) Contract participation goals

- (i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes.

(c) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(d) Variations to SANS 1914-5

- (i) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.
- (ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

L2.6.3 Training of targeted labour

- (a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- (c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- (d) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of sub clause E2.6.3(c) above.
- (e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

L2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION

L2.7.1 Applicable Standardized Specification

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website www.sansa.co.za) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

L2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand

Clause 4.2: Trench excavation

Add the following to sub-clause 4.2.1:

"The trenches which are to be excavated by hand are up to 1,5m deep."

Clause 4.4: Excavations other than in trenches

Replace sub-sub-clause 4.4.1 with the following:

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

Clause 4.7: Loading

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

Clause 4.8: Haul

"This clause shall not apply to this contract."

Clause 4.10: Spreading

Add the following:

"This clause shall apply to this contract only provided the material can be economically spread by hand."

Add the following new clauses 4.13 and 4.14:

4.13: Labour-intensive Work

The *items*/activities that shall be done by hand are listed/provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The *contractor* may identify further activities to increase the labour component of the contract.

4.14: Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

The Contractor may also propose to the Engineer additional labour-based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour-based methods due to unforeseen and abnormal circumstances.

The Contractor shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Contractor Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations, the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged."

L2.8 MEASUREMENT AND PAYMENT

Prescribed Labour-intensive work

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the

Payment Refers Column for that item. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Part C4: Site Information

	<u>Page</u>
C4.1 Geotechnical Report	184
C4.2 Locality Plan	185
C4.3 Tender Drawings	186

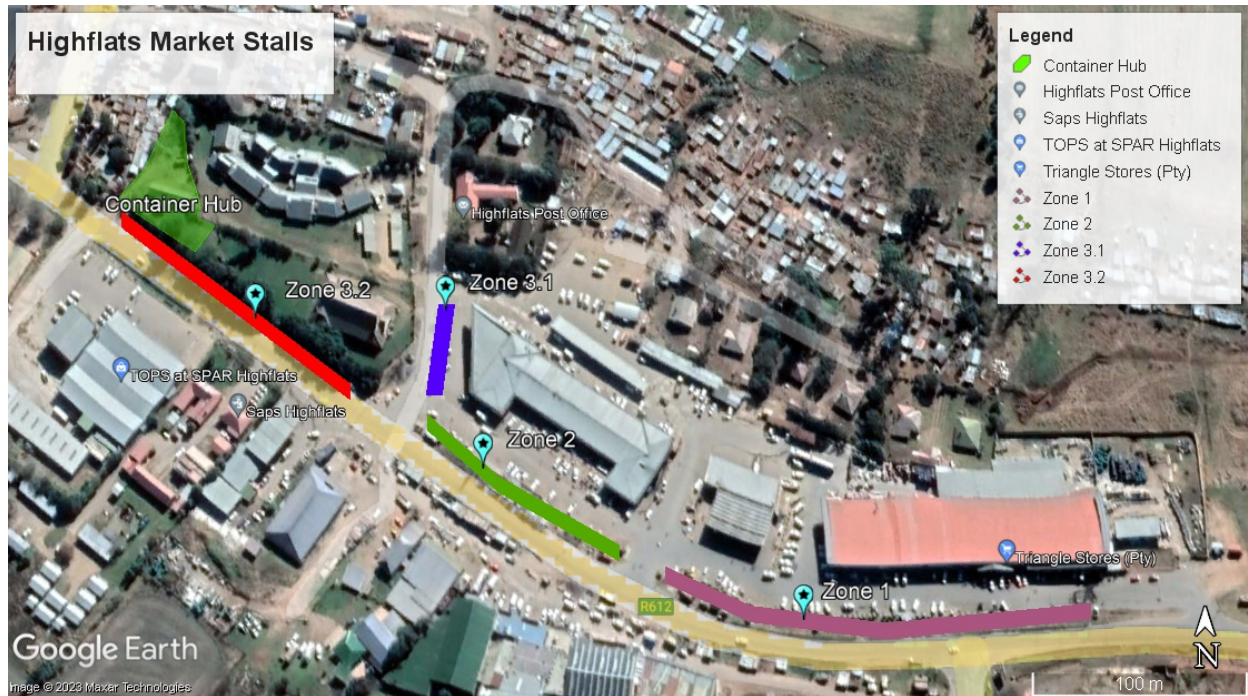
UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C4.1. Geotechnical Investigation

The geotechnical investigation has been undertaken and the geotechnical report is available. Bidders who require a copy of the report are required to liaise with the Engineer for access to the geotechnical report.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

C4.2. Locality Plan

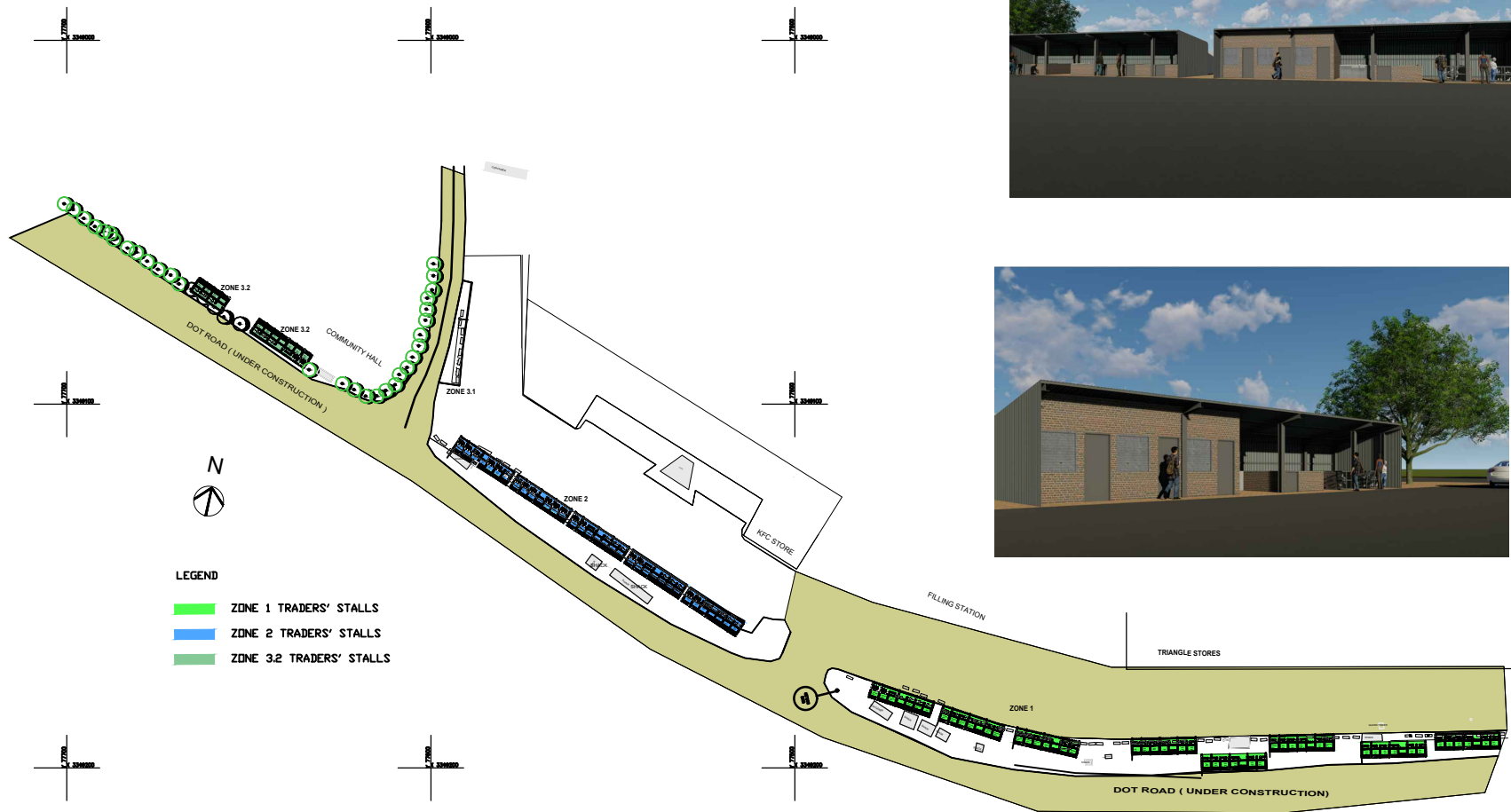


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BID NO: UBU-B-02/02/23
CONSTRUCTION OF HIGHFLATS MARKET STALLS (RE-ADVERTISEMENT)

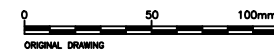
C4.3. Tender Drawings

The full set of tender drawings, A3 size is attached hereto.

BII313/09/01	3D Model Concept Layout Plan
BII313/09/02	Traders Stalls Floor Plans and Details
BII313/09/03	Traders Stalls Floor Layout Plan
BII313/09/04	Traders Stalls Structural Steel Details
BII313/09/05	Nameboard Details



MASTER PLAN LAYOUT 1:750



BY 7725/24 324991/40 950/02
DATE 7746/27 324976/00 950/02

DRAWING STATUS
FOR TENDER

ORIGINAL SCALE
AS SHOWN ON A1

ALT. DWG. No.	CONTRACT No.
	UBU-B-02/02/23
SHT. No.	OF PROJECT No.
	BII313

DRAWING No.	REVISION
BII313/09/01	2

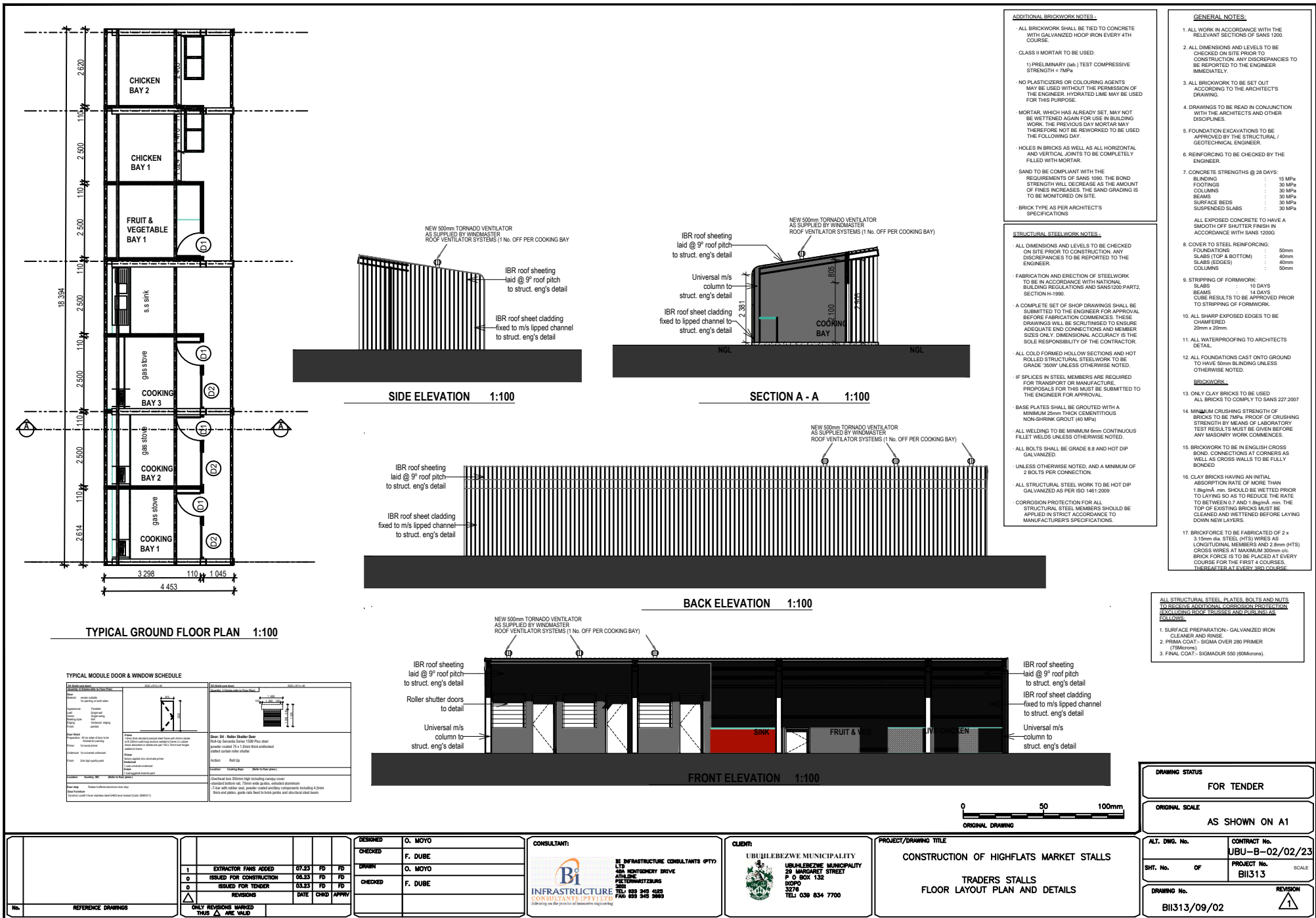
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ONLY REVISIONS MARKED					

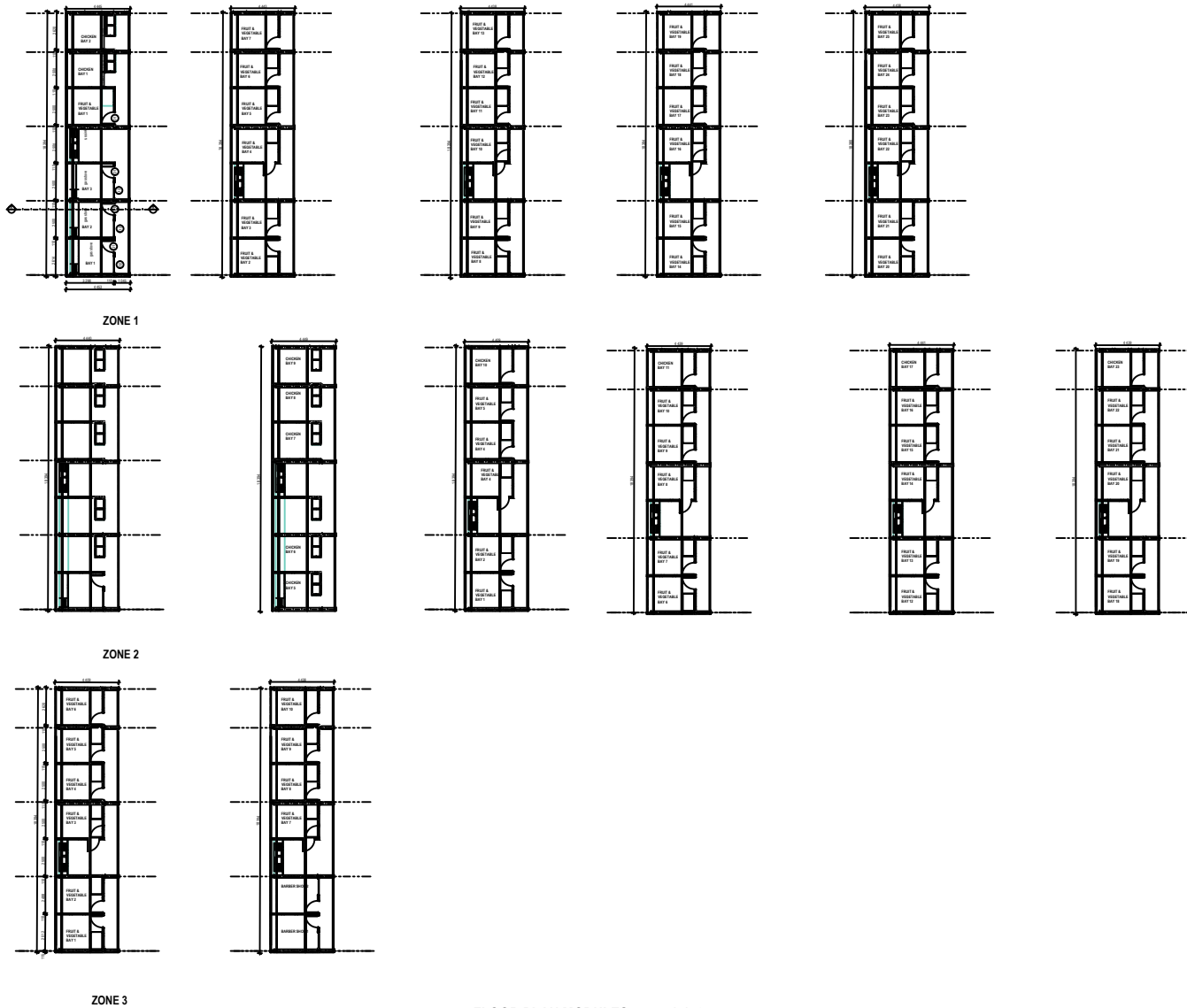
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CHECKED	F. DUBE
DRAWN	O. MOYO
CHECKED	F. DUBE

CONSULTANT:
BI INFRASTRUCTURE CONSULTANTS (PTY) LTD
45A HOUTENBERG DRIVE
ATHLONE
PIETERMARITZBURG
3601
TEL: 033 345 4825
FAX: 033 345 3883
Following on the premise of innovative engineering

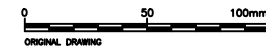
CLIENT:
UBUHLEBEZWE MUNICIPALITY
29 MARGARET STREET
P.O. BOX 132
IKOPO
3270
TEL: 039 834 7700

PROJECT/DRAWING TITLE
CONSTRUCTION OF HIGHFLATS MARKET STALLS
TRADERS STALLS
3D MODEL CONCEPTUAL LAYOUT PLAN





FLOOR PLAN MODULES 1:150



DRAWING STATUS FOR CONSTRUCTION	
ORIGINAL SCALE AS SHOWN ON A1	
ALT. DWG. No.	CONTRACT No.
SHT. No.	OF
DRAWING No.	REVISION
BII313/09/03	△

No.	REFERENCE DRAWINGS
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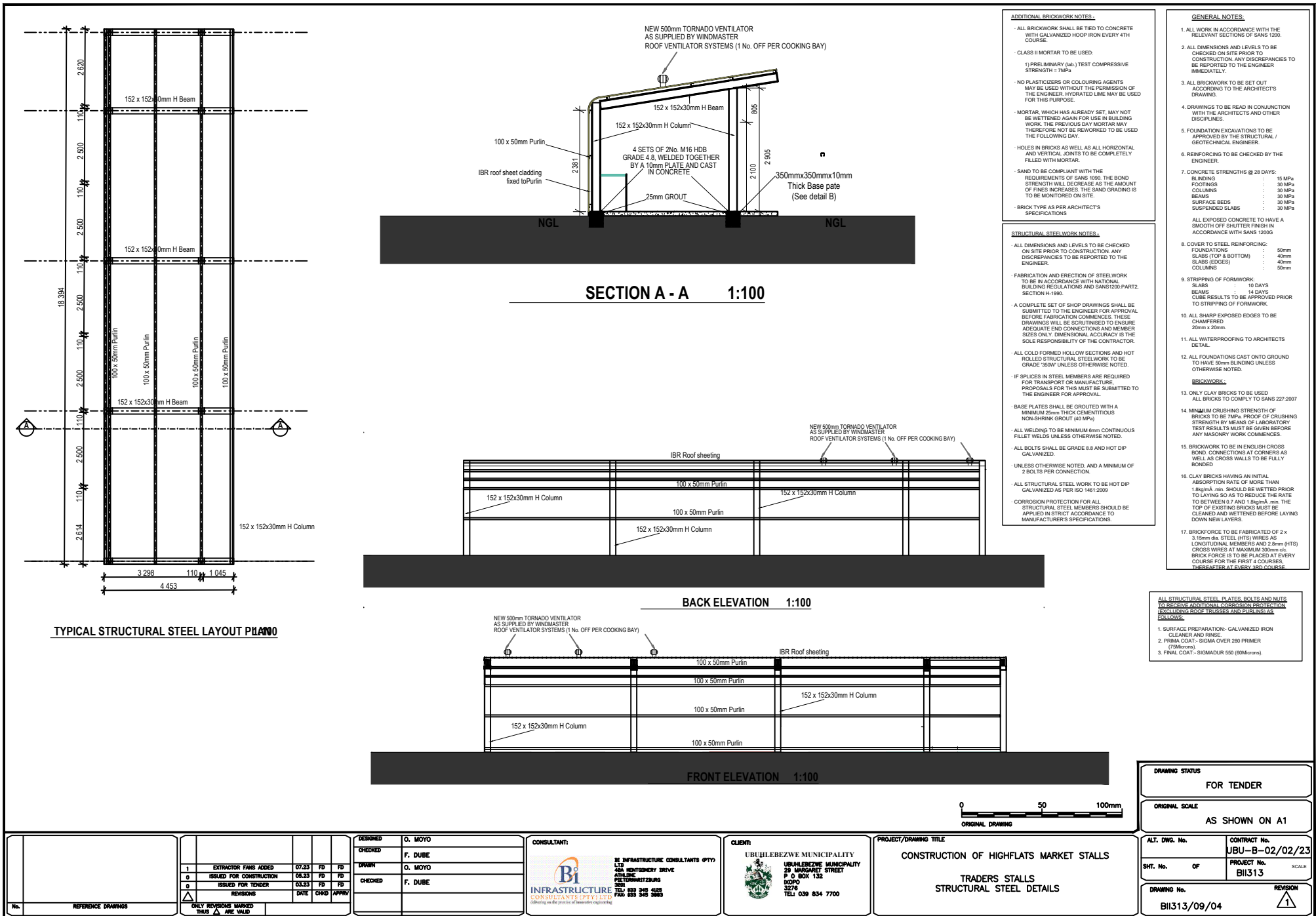
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ISSUED FOR TENDER	05.23	PD	PD
REVISIONS	DATE	DRW	APPRV
△			

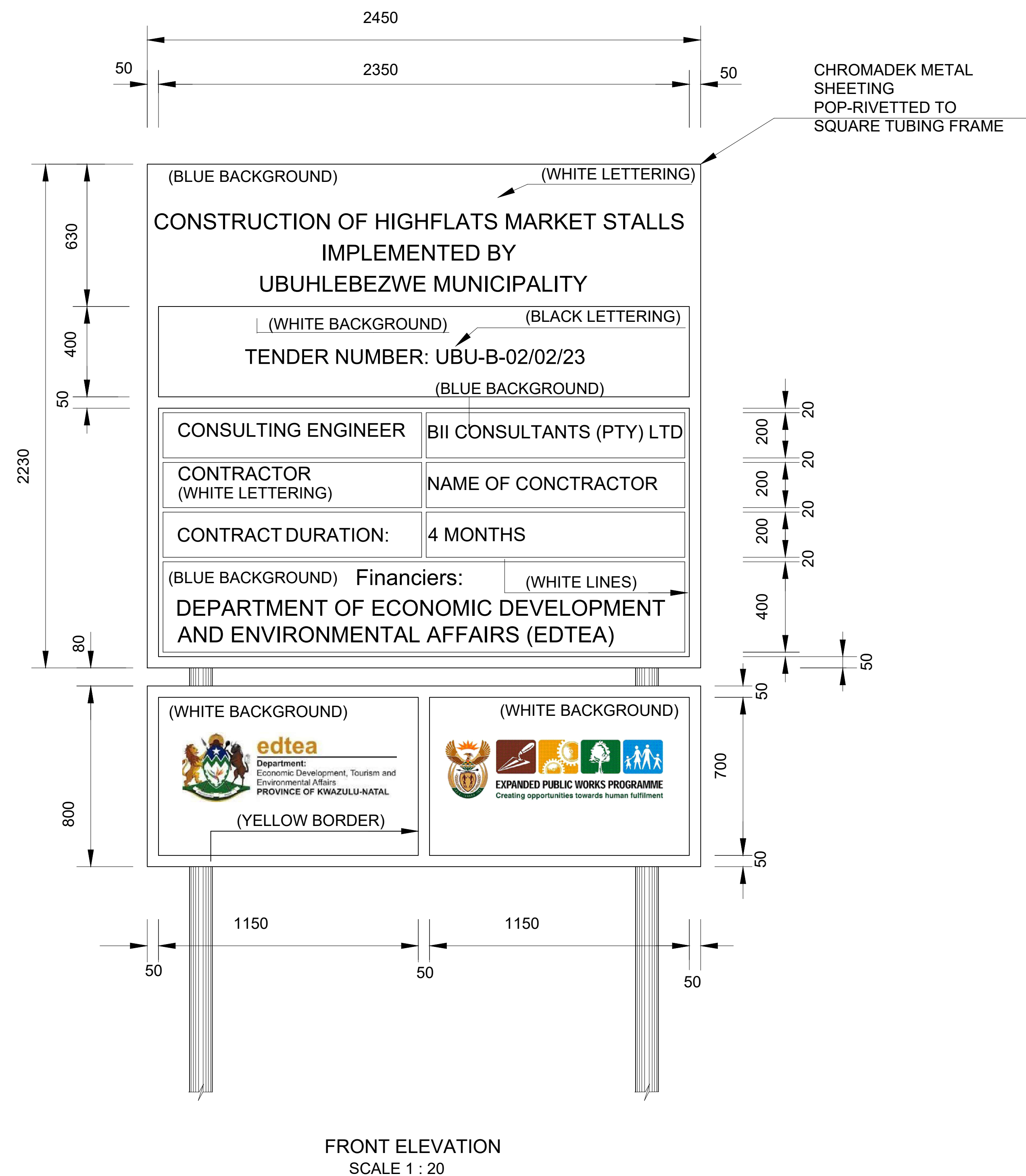
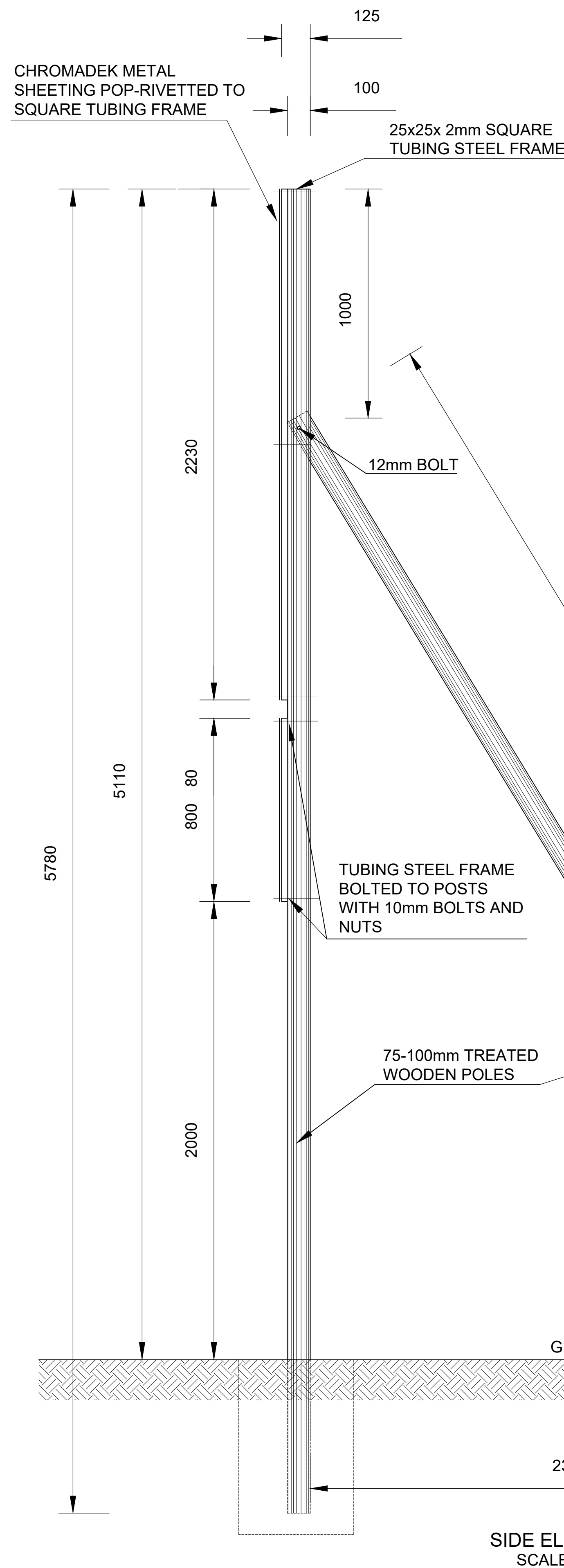
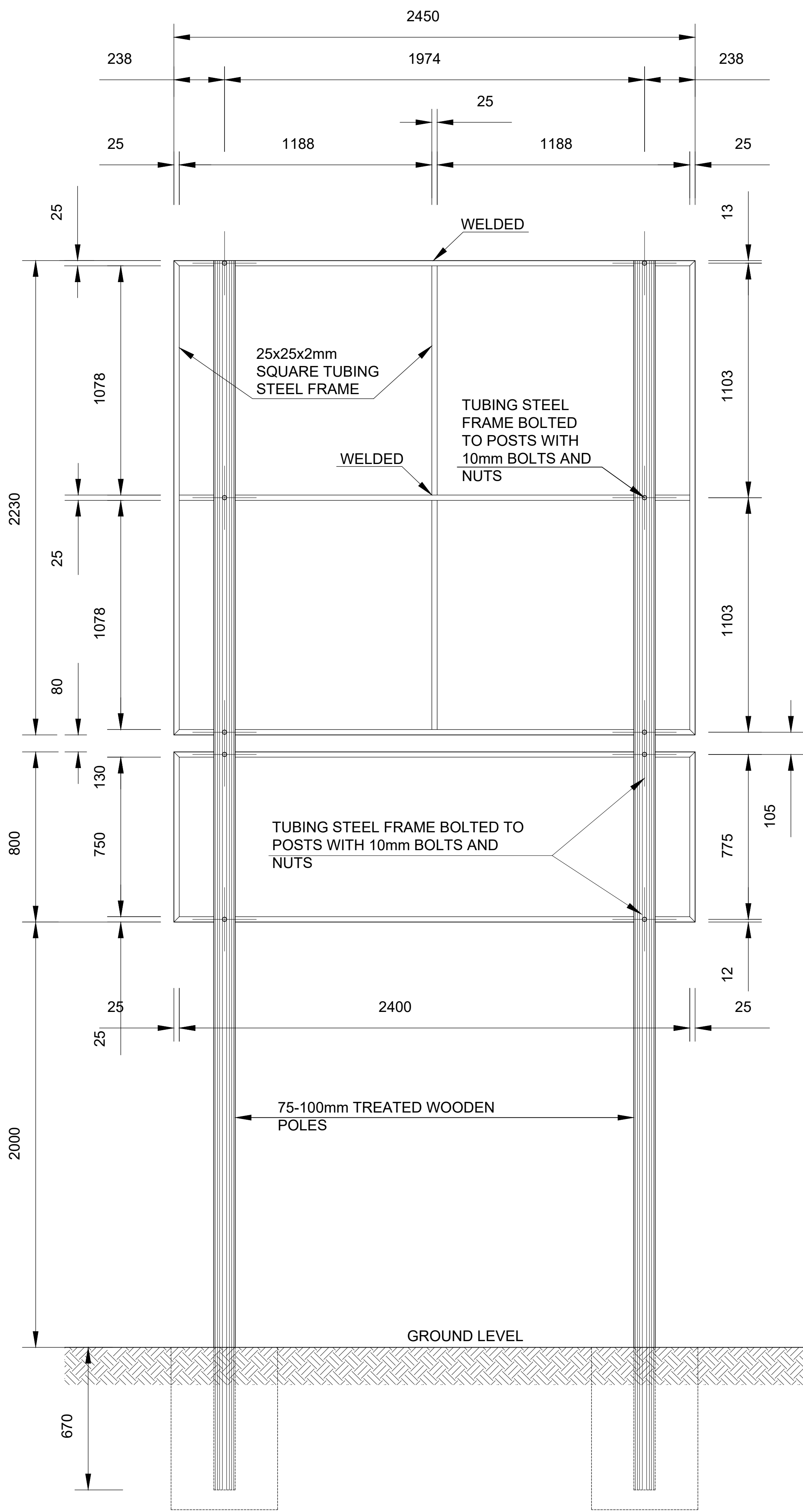
DESIGNED	O. MOYO
CHECKED	F. DUBE
DRAWN	O. MOYO
CHECKED	F. DUBE

CONSULTANT:	BI INFRASTRUCTURE CONSULTANTS (PTY) LTD
	178 RICHMOND DRIVE
	ATLANTIC
	JOHANNESBURG
	TEL: 011 345 4355
	FAX: 011 345 3885

CLIENT:	UBULHEBEZWE MUNICIPALITY
	29 MARGARET STREET
	P O BOX 132
	DOPO
	3278
	TEL: 039 834 7700

PROJECT/DRAWING TITLE	CONSTRUCTION OF HIGHFLATS MARKET STALLS
	TRADERS STALLS
	FLOOR LAYOUT PLAN





- NOTES
- 1) CHROMADEK METAL SHEETING (RUST RESISTANT METAL)
 - 2) SPRAY PAINTED TO CUSTOMER'S SPECIFICATIONS WITH AUTOMOTIVE QUALITY DUCO PAINT WORDING
 - 3) HIGH PERFORMANCE 5 TO 7 YEAR OUTDOOR QUALITY VINYL LOGOS UV RESISTANT FULL COLOUR THERMAL PRINT ONTO A HIGH PERFORMANCE OUTDOOR GRADE VINYL SUBSTRATE OR HIGH PERFORMANCE 5 TO 7 YEAR OUTDOOR QUALITY
 - 4) VINYL APPLIED DIRECTLY TO THE PREPARED CHROMADEK (IF LOGO CONSISTS OF FLAT COLOURS)
 - 5) LOCATION THE BOARD MUST BE ERECTED AT THE ENTRANCE TO THE CONSTRUCTION SITE
 - 6) ERECTION DURATION THE BOARD MUST REMAIN UNTIL THE END OF THE DEFECTS LIABILITY PERIOD



NOTES

DRAWING No.	REFERENCE DRAWING	SOURCE

	NAME	DATE	SIGNATURE	COMMENT
ARCHITECT				
STR ENGINEER				
CIVIL ENGINEER				
CLIENT REP				

CLIENT:				
UBUHLEBEZWE MUNICIPALITY				
				
UBUHLEBEZWE MUNICIPALITY 29 MARGARET STREET P O BOX 132 IXOPO 3276 TEL: 039 834 7700				

CONSULTANT:				
BI INFRASTRUCTURE CONSULTANTS PTY LTD 42A MONTGOMERY DRIVE ATHLONE PIETERMARITZBURG				
TEL. 033 345 4125 FAX: 033 345 3883				
				

CONSTRUCTION OF HIGHFLATS
MARKET STALLS

NAME BOARD

FILE No. BI313	SCALE AS SHOWN ON A2	SHEET 1 OF 1
CONTRACT No. UBU-B-02/02/23	DRAWING No. BI1313/09/05	REVISION 0

FOR TENDER