NGQUSHWA LOCAL MUNICIPALITY

BID FOR CIVIL ENGINEERING WORKS:

CONSTRUCTION OF MRATAZA COMMUNITY HALL IN WARD 3

BID NO: 8/2/090/2025-2026

NAME OF BIDDER:

TENDER AMOUNT:

CLOSING DATE: 14 JULY 2026

CLOSING TIME: 11:00

CIDB GRADING REQUIRED: 4GB OR HIGHER

PREPARED BY:

NGQUSHWA LOCAL MUNICIPALITY
The Municipal Manager
Erf 313, Main Street
Peddie
5640

Tel: 040 673 3095
Fax: 040 673 3771

Contents

Number	Heading	Page
The Tender		
Part T1: Tendering procedures		
T1.1	**Tender Notice and Invitation to Tender** *(White)*	**1-7**
T1.2	**Tender Data** *(Pink)*	**8-26**
Part T2: Returnable documents *(Yellow)*		
T2.1	**List of Returnable Documents**	**27-28**
T2.2	**Returnable Schedules**	**29-79**
The Contract		
Part C1: Agreement and Contract Data *(Yellow)*		
C1.1	**Form of Offer and Acceptance**	**80-82**
C1.2	**Contract Data**	**83-86**
C1.3	**Form of Guarantee**	**87-89**
Part C2: Pricing data *(Yellow)*		
C2.1	**Pricing Instructions**	**90-92**
C2.2	**Schedule or Bills of Quantities**	**93-94**
Part C3: Scope of Work *(Blue)*		
C3	**Scope of Work**	**97-202**
Part C4: Site information *(Green)*		
C4	**Site Information**	**203**

T1.1 BID NOTICE

NGQUSHWA LOCAL MUNICIPALITY

BID INVITATION ADVERTISEMENT

Bids are hereby invited from suitably qualified and experienced service providers for the following services:

Bid No:	CIDB Grading	Description	Compulsory Briefing Session	Closing Date	Enquiries
8/2/090/2025 -2026	4GB Or Higher	Construction of Mrataza Community Hall in Ward 3	Infrastructure & Technical Services Boardroom 29 June 2026 Time: 10h00	14 July 2026 Time: 11h00	Technical Queries: Mr. L. Mbandazayo 040 673 3095 Email: lmbandazayo@ngqushwamun.gov.za Binding Queries: Mr. A. Dlula 040 673 3095 adlula@ngqushwamun.gov.za

The Municipality is requiring a service provider for the above-mentioned services. **The documents will be available on the Ngqushwa Municipal Website for downloading at no cost** to the service provider/suppliers from the date of the briefing session.

Completed bid documents are to be placed in a sealed envelope endorsing the above-mentioned services and must be deposited in the Bid Box at the offices of the Ngqushwa Local Municipality, not later than the above-mentioned dates at **11H00**.

Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading of 3GB or higher, and those who satisfy the criteria stated in the tender data, will be eligible to tender.

Mr N. Mgengo

Municipal Manager

Preferential Procurement Policy Framework Act No. 5 of 2000 And Regulations Thereof (2022)

EVALUATION	CRITERIA
PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Bidders must take note that a Pre-Qualification Evaluation (Ability Criterion) will be undertaken as follows:

- Company Experience / Similar Projects Completed with contactable references
- Experience & Qualification of Project Team
- Capacity / Key Plant and Equipment
- Financial Resources
- Methodology

The bids will be evaluated based on the Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022), as well as the Ngqushwa Local Municipality's Supply Chain Management Policy. The bids will be evaluated in two stages:

- Stage 1 Pre-qualification evaluation (Ability)
- Stage 2 Price and Specific Goals

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

(a) The Ngqushwa Local Municipality Supply Chain Management Policy will apply;

(b) The Ngqushwa Local Municipality does not bind itself to accept the lowest Bidder or any other Bid and reserves the right to accept the whole or part of the BID.
In evaluating the bid prices, the Municipality will apply its mind to determine the reasonable bid amounts that are within range of the estimated tender value.

(c) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.

(d) Price(s) must be valid for at least ninety (90) days from the date of bid closing.

(e) Priced bids must be firm and must be inclusive of VAT.

(f) Proof of Registration with Central Supplier Database (CSD) must be attached. **Failure to do so will result in disqualification**.

(g) Submit original, Valid Tax Clearance Certificate or Proof of Pin from SARS; failure will result in a tender deemed non-responsive

(h) Submit Certified copy/s of the IDs of Company Directors/Members, Company Registration Certificate (CK) must be attached.

(i) Joint Ventures/Consortium must provide a JV Agreement signed by all parties to the agreement. **Failure to do so will result in disqualification**.

(j) Use of Tippex will render the bid non-responsive.

(k) Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than **three months** from a municipality where the entity operates (Lease Agreements and Sworn Statements/Affidavits are also accepted). **Failure to do so will result in disqualification**.

(l) Bidders are required to submit Proof of Registration of CIDB as required by the tender.

(m) Successful bidder may be required to subcontract work of the construction cost to local SMME Contractor(s).

(n) Only Service Providers registered on the Central Suppliers Database will be considered.

(o) Declaration pages must be fully completed and signed: **Failure to do so will result in disqualification**.

(p) Objective criteria (Risk Analysis) will apply as per CIDB Best Practice Guidelines in terms of pricing, where the bid amount is outside the required grade range and significantly lower or higher than the market-related value of the project.

(q) The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will lead to the disqualification of the Tenderer.

(r) To claim for Locality Points, the primary address on the CSD must be in Ngqushwa Local Municipality and must not have been changed in the past **six (6) months**.

(s) All copies must be originally certified and not older than **three (3) months**.

(t) No bids will be considered “from persons in the Service of the State. Companies with directors who are Persons in the Service of the State, or Close Corporations with Members Persons in the Service of the State”

(u) Ngqushwa Municipality shall 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 has committed any improper conduct in relation to such system.

(v) No Clarification of questions will be allowed 7 days before the submission date.

MBD 1 INVITATION TO BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF NGQUSHWA LOCAL MUNICIPALITY					
BID NUMBER:	**8/2/090/2025-2026**	CLOSING DATE:	**14 July 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**CONSTRUCTION OF MRATAZA COMMUNITY HALL IN WARD 3**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

NGQUSHWA LOCAL MUNICIPALITY						
Erf 313, Main Street, Peddie, 5640						
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						
	TCS PIN:		**OR**	CSD No:		
SPECIFIC LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		SPECIFIC GOALS STATUS LEVEL SWORN AFFIDAVIT		Yes No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?						
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)				
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)				
	☐	A REGISTERED AUDITOR				
		NAME:				
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		Yes No [IF YES ANSWER PART B:3 BELOW]	

SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED	……		
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
NGQUSHWA LM/ PUBLIC ENTITY	SUPPLY CHAIN		TECHNICAL SERVICES
CONTACT PERSON	MR A. DLULA	CONTACT PERSON	MR L. MBANDAZAYO
TELEPHONE NUMBER	040 673 3095	TELEPHONE NUMBER	040 673 3095
E-MAIL ADDRESS	adlula@ngqushwamun.gov.za	E-MAIL ADDRESS	lmbandazayo@ngqushwamun.gov.za
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF NGQUSHWA LOCAL MUNICIPALITY			
SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED	……		
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
NGQUSHWA LM/ PUBLIC ENTITY	SUPPLY CHAIN		TECHNICAL
CONTACT PERSON	Mr A. Dlula	CONTACT PERSON	Mr L. Mbandazayo
TELEPHONE NUMBER	040 673 3095	TELEPHONE NUMBER	040 673 3095
E-MAIL ADDRESS	adlula@ngqushwamun.gov.za	E-MAIL ADDRESS	lmbandazayo@ngqushwamun.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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO.5 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES /NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES /NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES /NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES /NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

T1.2 Tender Data

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is **Ngqushwa Local Municipality**
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules **Part 1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee **Part 2: Pricing data** C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities **Part 3: Scope of work** C3 Scope of work C2.3 Standardized Specifications **Part 4: Site information** C4 Site information
F.2.1	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the civil engineering class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work; Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the civil engineering class of construction work; and

3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings, and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data, must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements, and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as originals, plus 0 copies.

F.2.13.5 F2.15.1 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package is:

Tender Box at the
Offices of the Ngqushwa Local Municipality
Erf 313 Main Street
Peddie

F.2.13 A two-envelope procedure will not be followed.

F.2.14 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit 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.

F.2.23 The tenderer is required to submit with his tender:

1) a Certificate of Contractor Registration issued by the Construction Industry Development Board
2) Proposed site agent for project must obtain a qualification NQF Level 5 in labor intensive construction methods and have at least a National Diploma in Civil Engineering Qualification or higher.

3) Where the tendered amount, inclusive of VAT, exceeds R 10 million:
   i) audited annual financial statements for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
   ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
   iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
   iv) a statement indicating whether any portion of the goods or services is expected to be sourced from outside the Republic, and, if so, what portion and whether any portion payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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.

F.3.4 Tenders will be opened immediately after the closing time for tenders at Ngqushwa **Local Municipality, Erf 313, Main Street, Peddie**

F.3.11 The procedure for the evaluation of responsive tenders is Method 2

F3.13.1 Tender offers will only be accepted if:

a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
d) the tenderer has not:
   i) abused the Employer's Supply Chain Management System; or
   ii) failed to perform on any previous contract and has been given a written notice to this effect; and

e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annexure: Standard Conditions of Tender

CIDB Standard Conditions of Tender

(July 2019 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015

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;

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; and

f) **Ability** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Cancellation and Re-Invitation of Tenders

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 The employer's right to accept or reject any tender offer

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.

F1.5.2 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 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 comply 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 familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 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 will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 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 notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies

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 prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as

a consequence:

a. an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c. c) in the opinion of the Employer, acceptance of 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, number of points claimed for its BBBEE status level 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 Ability 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 Ability evaluation more than the minimum number of points for Ability stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for Ability.

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

The minimum requirement for Ability shall be distributed as follows:

STAGE 1: ABILITY OF THE CONTRACTOR

ITEM
Ability (see detailed criteria below)
• Company Experience / Similar Projects Completed with contactable references
• Expertise & Qualification of Project Team (must be verifiable)
• Capacity / Key Plant and Equipment
• Financial Resources
• Methodology

Tender Ability / quality claimed.

	Category of Quality / Ability
1.1	**Company Experience** Bidder (Company) needs to have successfully completed 3 x similar projects for Government/Public Sector within the last 5 years, with a minimum value of R 3.5 million for each project. Also, to submit 3 x Appointment Letters with Completion Certificates (attach proof) per project.
1.2	**Experience/Expertise of Project Team (Key Personnel) assigned to the contract and relevant qualifications (Attach Proof).**
	Project Manager: who has 10 years in Building and Civil Engineering Construction, qualified with at least a B-Tech/Degree/NQF Level 7 in Building Science, or Civil Engineering. Attach CV and Certified Qualification Certificates under “Returnable Documents.”
	Site Agent: who has more than 5 years in Building and Civil Engineering Construction, qualified with at least a National Diploma in Quantity Surveying, or Building Science, or Civil Engineering. Attach CV and Certified Qualification Certificates under “Returnable Documents.”
	Foreman: who has vast experience in Building, Civil, or Structural Construction Project/s for more than 10 years, with at least a NQF Level 5 Qualification. Attach CV, and Certified Qualification Certificates under “Returnable Documents.”
	Health & Safety Officer: who has 5 years’ experience in similar projects, qualified with at least a National Diploma/NQF Level 6 in Safety Management or equivalent. Attach CV, and Certified Qualification Certificates under “Returnable Documents.”
1.3	**Capacity / Availability of Key Plant and Equipment (Attach Proof).**
	Bidder to own and supply the required plant and machinery for the execution of the contract: ▪ TLB ▪ 4-Ton Truck ▪ 3-Ton Bakkie ▪ Concrete Mixer

	▪ Plate Compactor Lease/Letter Agreement for plant hire for the required machinery/equipment for the execution of the contract to be provided. **NOTE: The tenderer should provide Proof of Ownership of plant or equipment, e.g., Registration Certificates or Lease/Letter Agreement of plant hire signed by both parties.**
1.4	**Financial Resources**
	Bidders to have at least one of the following bank ratings: ▪ Undoubted for the amount of your enquiry (Code A) ▪ Good for the amount of your enquiry (Code B) ▪ Good for the amount quoted, if strictly in the way of business (Code C)
1.5	**Methodology (Attach required information).**
	Bidders are required to submit a Preliminary Programme that aligns with the full scope of work as outlined in the work specification and schedule of Quantities. The Programme must clearly identify all proposed activities, the sequence in which the works will be executed, and the anticipated timeframe for completion of each activity. The following aspects will be taken into consideration: ▪ The logical sequencing of construction activities, the alignment of the programme with the projected cash flow throughout the contract period, and the feasibility of the proposed completion timelines for each activity. ▪ ▪ A detailed methodology statement outlining all planned activities, the approach and procedures for executing the works, and demonstrating the bidder's project management capabilities and technical expertise.

Bidders are required to comply with the above assessment of the bidder's ability to execute the projects.

Bidders must provide all the required means of verification to meet the conditions of a tender.

Failure to provide the required means of verification will render the bid non-responsive based on non-compliance with the conditions of the tender.

STAGE 2: FINANCIAL EVALUATION

Price	**80 points**
Specific Goals	**20 points**
Total	**100 Points**

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer was 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.

F.3.9.2 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.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

a) Score tender evaluation points for price

b) Score points for Specific Goals

c) Add the points scored for price and Specific Goals

F.3.11.3 Methods 2: Ability , Price and Preference

In the case of an Ability, price and preference:

1) Score Ability, rejecting all tender offers that fail to achieve the minimum number of points for Ability 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 Ability as indicated in the tender invitation.

3) Tenders that have achieved the minimum qualification score for Ability must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

80/20 system for requirements with a Rand value equal to or above R 30 000 and up to R 50 million (all applicable taxes included);

4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the Specific Goals points in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Black	5 Points
Youth	5 Points
Women	5 Points
Locality	5 Points

4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).

4)(d) The points scored by tender in respect of Specific Goals contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

4)(e) Subject to paragraph 4.3.8, the contract must be awarded to the tenderer who scores the highest total number of points.

90/10 system for requirements with a Rand value above R 50 million (all applicable taxes included).

5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the Specific Goals level of contributor in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Youth	5 Points
Black	5 Points
Women	5 Points
Locally	5 Points

5)(c) A maximum of 20 points may be allocated in accordance with subparagraph (5)(b).

5)(d) The points scored by tender in respect of Specific Goals contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and Ability, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$

Where N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2 [a]
1	Highest price or discount	$A = (1 + (\frac{P - Pm}{Pm}))$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - Pm}{Pm}))$	$A = Pm / P$
a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

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 Ability

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:

$N_Q = W_2 \times S_O / M_S$

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 participating 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.3.14 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.

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

F.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 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.

F.3.19.4 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

F.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the bid committees

F.3.19.7 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.

RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

A. Ngqushwa Local Municipality Joint Venture Disclosure Form

B. Compulsory Enterprise Questionnaire

C. Record of Addenda to Tender Documents

D. Proposed Amendments and Qualifications

E. Schedule of Subcontractors

F. Schedule of Plant and Equipment

G. Schedule of the Tenderer's Experience (work undertaken for other institutions)

H. Schedule of work undertaken for Ngqushwa Local Municipality

I. Curriculum Vitae of All Proposed Project Team Members

J. Proposed Method Statement (Quality Plan) for the Execution of the Project

K Health and Safety Plan

L. Certificate of Registration with CIDB

M. Preliminary Programme

N. Cashflow Projections

O. Proof of Purchase of Tender Documents

P. Sub-Contracting of the Works to Local SMME Contractors

Q. Workman's Compensation Certificate

R. List of Other Returnable Documents Required for Tender Evaluation Purposes

2. Other documents required only for tender evaluation purposes

A. Certificate of Contractor Registration issued by the Construction Industry Development Board.

B. Tax Clearance Certificate (MBD 2)

C. Where the tendered amount, inclusive of VAT, exceeds R 10 million:

i) audited annual financial statements for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;

ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

D. Certificate of bidder's visit to the site

E. Certificate of Authority for Signature

F. Alterations by bidder

G. Surety and Bank Details

H. Company Composition

I. Declaration of Interests (Kinship, Relationship with persons employed by Ngqushwa Local Municipality)

J. Declaration of Interest (in the Service of the State) (MBD 4)

K. Declaration (Validity of Information Provided)

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences) / Preferencing Schedule (contract participation goals)

4. The offer portion of the C1.1 Offer and Acceptance

5. C1.2 Contract Data (Part 2)

6. C2.2 Bills of quantities

1A. JOINT VENTURE DISCLOSURE FORM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

.

The joint Venture is also required to have a B-BBEE certificate under the JV name, failure of not submitting the JV B-BBEE certificate will result in zero points for preferential points.

a) Name .....

b) Postal address .....

.....

.....

c) Physical address.....

.....

.....

d) Telephone .....

e) Fax .....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....…%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits). **The joint venture must have a single account and proof from the bank. Account should be in the JV name.**

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....

(Continue as necessary)

1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

□ a member of any municipal council □ a member of any provincial legislature □ a member of the National Assembly or the National Council of Province □ a member of the board of directors of any municipal entity □ an official of any municipality or municipal entity	□ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) □ a member of an accounting authority of any national or provincial public entity □ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

1C. 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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed ..... Date _____

Name ..... Position _____

Tenderer .....

1E. SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

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

	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor.**
1.			
2.			
3.			
4.			
5.			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

1F. SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

DESCRIPTION OF MODEL	OWNER	WHEN AVAILABLE

Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

SIGNATURE OF BIDDER:.....

DATE: .....

1G. PAST EXPERIENCE 1

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

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

1H. PAST EXPERIENCE 2

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR NGQUSHWA LOCAL MUNICIPALITY			
PROJECT NAME	**AWARDED AMOUNT**	**CONTRACT START DATE**	**ANTICIPATED / ACTUAL COMPLETION DATE**

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

1I. CURRICULUM VITAE OF ALL PROPOSED PROJECT TEAM MEMBERS

Tenderers MUST attach CV's of proposed project team members,

1J. SCHEDULE OF APPROACH AND METHODOLOGY

1L. CERTIFICATE OF FRGISTRATION WITH CIDB

The Tenderer is to attach copies of Tenderer's Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer's responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	**CIDB Registration Number**	**Category and Class of Registration e.g.3GB**

My/Our failure to submit the certificate(s) or furnish the required details with my/our tender document will lead to the conclusion that I/we are not registered with CIDB and therefore are not eligible to tender.

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

1M. PRELIMINARY PROGRAMME

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

PROGRAMME

ACTIVITY	WEEKS													

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

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

1N. CASHFLOW PROJECTIONS

[Projected cashflow compatible with the programme of works to be inserted here]

1O. PROOF OF PURCHASE OF TENDER DOCUMENT

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

1P. SUB-CONTRACTING OF THE TO WORKS TO LOCAL SMME CONTRACTORS

Enterprise Development (SMME support initiative)

Payment Item on the Bill	Description (Preferred scope of work for SMME)	Value (R)	Percentage of the total tender value (%)

I / We undertake to Sub-Contract portions of the works to Local SMME Contractors as agreed with the Municipality. The selection process of the SMME contractors will be conducted by the Municipality.

Yes ☐ **No** ☐

Signature : ----------

Name : ----------

Duly authorised to sign on behalf of : ----------

Address : ----------

Telephone : ----------

Fax : ----------

Date :

Q. WORKMEN'S COMPENSATION CERTIFICATE (Or Proof of Payment Contributions in Terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

1R. LIST OF OTHER RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Attach certified copies of the following documents:

- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Registration with Central Supplier Database (CSD)

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD

2B. TAX CLEARANCE REQUIREMENTS MBD 2

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SARS

TAX CLEARANCE **TCC 001**

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)	
Trading name (if applicable)	
ID/Passport no	Company/Close Corp. registered no
Income Tax ref no	PAYE ref no 7
VAT registration no 4	SDL ref no L
Customs code	UIF ref no U
Telephone no	Fax no
E-mail address	
Physical address	
Postal address	

Particulars of representative (Public Officer/Trustee/Partner)

Surname	
First names	
ID/Passport no	Income Tax ref no
Telephone no	Fax no
E-mail address	
Physical address	

SUBMISSION OF GOOD STANDING CERTIFICATES REGARDING TAX AND LEVIES

It is a condition of this tender that:

i) The taxes of the successful tender must be in order or a letter from the Receiver of Revenue that suitable arrangements have been made to bring the taxes in order. A current original Tax Clearance Certificate from the Receiver of Revenue must accompany the tender document. Failure to do so will result in the bid being disqualified.

ii) All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate must be attached where the business has its head or regional office, failure to do so will result in the bid being disqualified.

iv) If the submitted good standing certificates are found not to be correct, the MFL may, in addition to any other remedy it may have:

(a) recover from the contractor all costs, losses or damages incurred or sustained by the MFL as a result of the award of the contract; and/or

(b) cancel the contract and claim any damages which the MFL may suffer by having to make less favourable arrangements after such cancellation; and/or

(C) A letter regarding payment arrangements of the levies and taxes from the local municipality where the head office/ branch is must be attached.

(d) impose on the contractor a penalty not exceeding 5% of the value of the contract.

v) each party to a Consortium/Joint Venture/Sub-contract must submit separate tax and levies certificates.

vi) the tenderer shall submit with their tender current original certificates of the following failure to do so will invalidate the bid:

(a) the latest original tax certificate in respect of both the Income and Value Added Tax showing the date of issue and district of the Tenderer;

Municipal department of finances, certificate of good standing or rates clearance certificate

2D CERTIFICATE OF BIDDER'S VISIT TO THE SITE

This is to certify that, I .....

representative of (bidder) .....

.....

.....

of (address) .....

.....

.....

.....

Telephone number: .....

Fax number: .....

in the company of (Engineer) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

BIDDER'S REPRESENTATIVE: (Signature).....

(Name).....

ENGINEER'S REPRESENTATIVE: (Signature).....

(Name).....

2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form. Signing this form is not an indication of authority to sign non –submission will lead to dis-qualification. Therefore a copy of resolution for authority of signatory must be attached and signed before the commissioner of oaths, stamp and date of the commissioner must appear as failure would invalidate the bid.

An example is given below:

"By resolution of the board of directors passed at a meeting held on .....

Mr/Mrs..... , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. ..... and any Contract that may arise there from on behalf of (name of Bidder in block capitals) .....

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. .....

2. .....

Signed at.....on this .....day of .....20...

2F. ALTERATIONS BY BIDDER

Should the Bidder desire to make any departure or modification to the General Conditions of Contract, Contract Data, Specifications, Schedule of Quantities or Drawings, or to qualify his Bid in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Bid and referred to hereunder, failing which the Bid will be deemed to be unqualified.

PAGE	CLAUSE OR ITERM	DESCRIPTION

SIGNATURE OF BIDDER:.....

DATE: .....

2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from .....

.....

Contact Person .....

Contact Telephone numbers .....

Type of Surety .....

A letter of intent must be attached failure will result in the tenderer being disqualified.

BANK DETAILS

Bank Name .....

Account Number .....

Account Type .....

Contact Person .....

Tel No. .....

Fax No. .....

Address .....

BIDDER'S SIGNATURE .....

2H. COMPANY COMPOSITION

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

A. Certificate for Company

I……. chairperson

Of the board of ……

Hereby confirm that by resolution of the board (copy attached) taken on

…… 20….. , Mr/Ms ……

Acting in the capacity of …… was authorised to sign all documents in connection with this tender for Contract NO. **8/2/066/2025-2026 a**nd any contract resulting from it on behalf of the company.

As witnesses:

1. …….. Chairman: ……..
2. …….. Date: ……..

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as …….

……..……....., hereby authorise

Mr/Ms ….....Acting in the capacity of …….

……, to sign all documents in connection with this tender for

Contract **Nº. 8/2/090/2025-2026** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby

Authorise Mr/Ms ….....authorised signatory of the company

……, acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract NO. **8/2/090/2025-2026** and any contract resulting from it on, our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I ……....., ……..hereby confirm that I am

The sole owner of the business trading as …….

As witnesses:

1. …….. Sole Owner: ……..
2. …….. Date: ……..

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ……

……..…….....……, hereby authorise Mr/Ms ……..

acting in the capacity of ……., to sign all to sign all documents in connection with this tender for Contract NO. **8/2/090/2025-2026** And any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

2I. DECLARATION OF INTEREST (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY NGQUSHWA LOCAL MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Ngqushwa LM including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Ngqushwa LM, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the Ngqushwa LM or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

.....

.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

.....

SIGNATURE OF DECLARER **DATE**

.....

POSITION OF DECLARER **NAME OF COMPANY OR BIDDER**

2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

1. No bid will be accepted from persons in the service of the state∗.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state∗ **YES / NO**

3.6.1 If so, furnish particulars.

……

……

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

……

……

∗ MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.8 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?

3.8.1 If so, furnish particulars.

……

……

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

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

3.10.1 If so, furnish particulars.

……

……

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

3.11.1 If so, furnish particulars.

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

……..

Signature

……..

Date

……

Position

……

Name of Bidder

2K. DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I……declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Ngqushwa Municipality.

……..
SIGNATURE OF DECLARER **DATE**

……..
POSITION OF DECLARER **NAME OF COMPANY OF BIDDER**

Should the bidder have, in the opinion of the Ngqushwa LM, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Ngqushwa LM may, in its sole discretion:

* Ignore any bids without advising the bidder thereof
* Cancel the contract without prejudice to any legal rights the Ngqushwa LM may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Ngqushwa Municipality and such bidder.

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?** **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? **s 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	er 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 ☐
4.5.1	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**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: 8/2/090/2025-2026
Construction of Mrataza Community Hall (Ward 03)

_____
(Bid Number and Description)

in response to the invitation for the bid made by: Ngqushwa Local Municipality

_____
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;

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

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

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

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

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

…… ……

Signature Date

…… ……

Position Name of Bidder

ADJUDICATION OF BIDS

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

ADJUDICATION OF BIDS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Bidder's approach to this subject will be an important criterion in the Bid adjudication process. Failure to provide the information could prejudice a Bid.

Responsive Bids will be adjudicated by NGQUSHWA LOCAL MUNICIPALITY in two stages, Stage 1 for the adjudication using the Quality criteria (as spelt out in F.3.8 and tender data) and Stage 2 using a system which awards points on the following basis:

- Price 80
- Specific Goals…….....20

The Bid obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the contract will be awarded to the Bidder with the higher Specific Goals points. In the event where two or more Bids still score the same number of points even after the above criterion has been applied, the contract will be awarded through the drawing of lots.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

This preference form must form part of all bids invited.

1. GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000 000.

The value of this bid is estimated to less than R50 000 000 and therefore the 80/20 system shall be applicable.

Adjudication Points for this bid shall be awarded for:

(a) Price; and
(b) Specific Goals

THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:

		POINTS
1.3.1.1	**PRICE**	**80**
1.3.1.2	**SPECIFIC GOALS**	**20**

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Black	5 points
Youth	5 Points
Women	5 Points
Local	5 Points

Bidders whose annual turnover does not exceed R5 million are Exempted Micro Enterprises in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporations Act 69 of 1984) or an accredited verification agency. Bidders to submit certified copies thereof, substantiating. B-BBEE status level verification certificates will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA).

Total points for Price and Specific Goals must not exceed 100.

1.3 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5. The client reserves the right to require a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the client.

2. GENERAL DEFINITIONS

2.1.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.1.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.1.3 **"Comparative price"** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4.1 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.4.2 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

2.4.3 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to the above-mentioned goals, the Regulations 12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.6.2 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.6.3 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9.1 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) (Act No 200 of 1993) ("the interim Constitution); and/or

(2) who is a female; and/or
(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI;

2.10.1 **Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.10.2 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **"Person"** includes reference to a juristic person.

2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **"Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

THE CONTRACT

C1.1 AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

Offer

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

BID: CONSTRUCTION OF MRATAZA COMMUNITY HALL (WARD 03)

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

. . . .

Rand (in words); R . . . . . (in figures)

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

Signature Date

Name Capacity

for the tenderer

(Name and address of organization)

Name and signature of a witness

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name Capacity

For The Employer
Ngqushwa Municipality
Erf 313
Main Road
Peddie
5640

Name and signature of witness

Date:

Schedule of Deviations

1 Subject:.. . . ..

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized 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, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract 2015 make several references to the Contract Specific 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 below 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, referring to the General Conditions of Contracts for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is 6 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is 5 months

Start Date: …….. Date of Practical Completion: ……..……
(To be completed on appointment of Bidder)

Clause 1.1.1.15:

The **Employer** is the **Ngqushwa Local Municipality**, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The name of the **Engineer** is **Black Mountain JTN JV**
Clause 1.2.1.2:

The address of the Employer is

Erf 313, Main Street
Peddie
5640

and is referred to in this Contract Document by the terms “Employer”, or “Ngqushwa Local Municipality” as the context provides.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract and a plant hiring contract.

Clause 5.3.1:

The documentation required before commencement with Works execution are:
Health and Safety Plan (refer to Clause 4.3), approved by an appropriately qualified practitioner
Initial programme (refer to Clause 5.6)
Security (refer to Clause 6.2)
Insurance (refer to Clause 8.6)

Clause 5.3.2:

The time required to submit the required documentation before commencement with Works execution is 14 days.

Clause 5.8.1:

The non-working days are Sundays
The special non-working days are (1) public holidays and
(2) the days on which the construction industry normally shuts down around the 16th December and the first Monday of the subsequent year

Clause 5.13.1:

The penalty for failing to complete the Works is R1 500 per day.

Clause 5.16.3:

The latent defect period is 10 years.

Clause 6.5.1.2.3:

The percentage limit allowance to cover overhead charges is 10%.

Clause 6.10.1.5:

The percentage advance on materials not yet built into Permanent Works is 80%.

Clause 6.10.3:

The limit of retention is 10% of the Contract Price.

Clause 6.11:

Delete Clause 6.11.

Clause 8.6.1.1.2:

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

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 10% of the value of the repairs.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R5 000 000.

Clause 10.4:

Dispute resolution is to be by means of an amicable settlement procedure known as mediation.

Clause 5.12.2.2:

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 as reflected in the programme exceed the number of 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 critical work.

Month	Expected number of working days to be lost as a result of normal rainfall
August 2026	3
September 2026	5
October 2026	5
November 2026	7
December 2026	7
January 2027	7
February 2027	7
March 2027	7
April 2027	7
May 2027	5
June 2027	3
TOTAL	63 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Engineer, such extension of time will be used to adjust the Due Completion Date 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.

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is ……

Clause 1.2.1.2:

The address of the Contractor is:

Physical Address: Postal Address

Telephone: …… Fax……..

Email address: ……..…

Clause 6.2.1:

Type of security (VAT excluded)	Contractor's Choice (indicate "Yes" or "No")
Cash deposit of 10% of Contract Sum	
Payment reduction of 10% of the value certified in the payment certificate.	

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

SIGNED ON BEHALF OF TENDERER: . . . . . .

C1.3 Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ……..
Physical Address: ……..
"Employer" means: **Ngqushwa Local Municipality**
"Contractor" means: ……
"Engineer" means: **Black Mountain JTN JV**
"Works" means: **CONSTRUCTION OF MRATAZA COMMUNITY HALL (WARD 03)**
"Site" means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed
"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 (where applicable) or R……
Amount in words: ……
"Guarantee Sum" means: The maximum aggregate amount of R …….
Amount in words: ……
"Expiry date" means: ……

CONTRACT DETAILS

The Engineer issues: Interim Payment Certificates, Final Payment Certificate and Certificate of 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 Performance Guarantee up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 Engineer 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) calendar 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 the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon 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 upon in terms of 5; or

5.2 a provisional of 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 the 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 the 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 affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his 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 the 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 ……

Date ……

Guarantor's representative (1) ……

Guarantor's signatory (1) ……

Capacity ……

Guarantor's representative (2) ……

Guarantor's signatory (2) ……..

Capacity ……..

Witness name (1) ……..

Witness signatory (1) ……..

Witness name (2) ……..

Witness signatory (2) ……..

PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1. Units, symbols, meaning of terms Units of measurement, symbols The units of measurement are metric units as standardised by the "Système International d'Unités" (SI). Note that the comma is the decimal indicator in Europe and South Africa, formally adopted by the ISO and the IEC as well, and that numerals are grouped into groups of three for readability, separated by a space, e.g. 1 233,55. The following unit symbols (not abbreviations) are used in this document: ºC degrees Celsius L litre g gram m metre Hz Hertz m 2 square metre h hour m 3 cubic metre d day kN kilonewton mm millimetre kPa kilopascal MPa megapascal kW kilowatt t tonne

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	=	millimeter
m²	=	square metre
m²-pass	=	square metre-pass
m³	=	cubic metre
m³-km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
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.

4. 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 the assessment of payment for additional work that may have to be carried out.

5. 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)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in 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.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in 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.

11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in COLTO Standard Specifications.

C2.2 Bills of Quantities

SQ1 PREAMBLE TO SCHEDULE OF QUANTITIES

SQ1.1 **General**

SQ1.1.1 The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.

SQ1.1.2 (a) The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

(b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedules by the Contractor.

(c) Clause 8 of each standardized specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.

SQ1.1.3 Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities*. Should any requirement of the measurement and payment clause of the applicable standardised specifications, or the Project Specification, or the particular specifications, conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities*, the requirements of the standard project, or particular specification, as applicable, shall prevail.

SQ1.1.4 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance has been made for waste.

SQ1.1.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer, excluding VAT, for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

SQ1.1.6 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

SQ1.1.7 The Tenderer shall price each item in the Schedule of Quantities in **ink (preferably black)**.

SQ 2 **TENDERED SUM**

The Tenderer shall base his tendered rates and prices in the Schedule of Quantities on fulfilling and complying with all the requirements of the Tender Document. The Tender Sum stated in the Tender shall be computed from these rates and prices.

SQ 3 **VALUE-ADDED TAX**

All prices shall be quoted in the currency of the Republic of South Africa. The tendered rates shall exclude Value-Added Tax, but shall include all District Council levies and all other taxes and duties.

Provision has been made on the summary page of the Schedule of Quantities for the addition of VAT.

SQ 4 **ACCURACY OF QUANTITIES STATED IN THE SCHEDULE**

The numerical quantity stated against each item in the Schedule is approximate and does not necessarily represent the actual amount of work to be done. The Contractor is not to place his orders for material based solely on these quantities.

SQ 5 **CONTRACTS SUBJECT TO THE CONTRACT PRICE ADJUSTMENT CLAUSE GCC 49**

The Tenderer shall have allowed in his tendered rates and prices for the recovery of District Council Levies applicable to the Base month of the tender.

Bill Of Quantities

SCOPE OF WORK

C3: SCOPE OF WORK

TABLE OF CONTENTS **PAGE**

PART A: GENERAL

C3.1. DESCRIPTION OF THE WORKS 98

C3.2 PROCUREMENT 100

C3.3. CONSTRUCTION 103

C3.4. CONSTRUCTION AND MANAGEMENT REQUIREMENTS 146

C3.5. PROJECT SPECIFICATIONS 147

PART A: AMENDMENTS TO THE STANDARD SPECIFICATIONS **147**

PART B: PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS **147**

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION **168**

PART D: DAYWORK **172**

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION **174**

C3.6. ANNEXURES 208

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

This project forms part of the overall infrastructure development within the municipality's boundaries. The primary aim and objectives of the proposed construction of the new Mrataza Community Hall are as follows, but not limited to:

- To improve the quality of life for residents by providing a multi-purpose space for social gatherings, public meetings and hosting events such as traditional ceremonies, weddings, funerals, etc.
- To provide a facility that may assist in acting as a safe emergency shelter during natural disasters such as severe storms, floods, or fires.
- To provide a facility that could assist in facilitating training and workshops for the community when required.
- To boost the local economy by creating job opportunities during the construction stage and permanent facility management roles for locals.

C3.1.2 Overview of the works

The contract comprises the construction of civil and building works for the Construction of Mrataza Community Hall in Ward 3 in Peddie, under Ngqushwa Local Municipality.

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities, which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.3 Construction Programme and Methods

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

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

The project involves the complete construction of Mrataza Community Hall. The proposed scope of work to be completed:

1. **Community Hall Building**
   - Platform and foundation excavations
   - Reinforced concrete foundations, floor and apron slab.
   - Concrete masonry block superstructure.
   - Internal and external brick wall plastering
   - Internal and external wall painting
   - Construction of the stage.
   - Construction of the administrative office and kitchen
   - Installation of aluminium doors and windows
   - Timber roof structure and coated IBR roof sheets
   - Suspended Ceiling
   - Floor tilling and skirting installation
   - Concrete ramp at the door entrance and stage

	• Steel gutters and downpipes • 2 x 10 000L Rainwater tanks • Installation of galvanised door burglar-proof gates. • Furniture – Chairs, Office desk & chair, Cabinet and Kitchen built-in cupboards.
2. Ablution Facilities	• Construction of the female and male ablution facilities • Reinforced concrete foundations, floor and apron slab. • Installation of urinals, hand basins, toilet seats & cistern • Timber roof structure and coated IBR roof sheets • Installation of Ceiling • Floor tiling and skirting installation • Installation of lights (inside and outside)
3. Access Road and Parking	• Construction of CBP access road and parking area. • Installation of kerbs • Construction of a gravel parking area • Blading of existing gravel road toward the entrance. • Construction of walkways
4. Electricity Connection	• Application of single-phase electricity supply. • Installation of Lights (inside and outside) of the hall and ablutions. • Installation of a DB board, plugs and switches
5. Fencing and Gates	• Installation of fence posts • Installation of a 2.4 m high Diamond Mesh fence with razor wire at the top. • Installation of a 6 m wide Double-Leaf vehicle gate • Single-Leaf pedestrian gate
6. General Items	• Built-in cupboards for the kitchen • Kitchen Plumbing

C3.1.4 Location of the works

Mrataza Village falls under the town of Peddie. Access to the project site is by means of the National Road (N2), approximately 42 km from King Williams Town or 12 km from the town of Peddie. The project is situated in Ward 03 of the Ngqushwa Local Municipality, within the jurisdiction of Amathole District Municipality, in the Province of the EC. See the GPS coordinates below and refer to Figure 1 below for the locality map:

Latitude: 30°36'58.19" S Longitude: 27°9'43.70" E

C3.1.5 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

C3.2 PROCUREMENT

C3.2.1.1 SUBCONTRACTING: PORTION OF WORKS RESERVED FOR EME'S SUBCONTRACTORS

This specification covers the requirements of the Employer for the use and development of EME's as subcontractors on civil engineering projects.

C3.2.1.2 DEFINITIONS

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions, shall apply:

i. **"Contract"** shall have the meaning assigned thereto in Clause 1.1.1.7 of the GCC.

ii. **"Contractor"** shall have the meaning assigned thereto in Clause 1.1.1.9 of the GCC.

iii. **"Main Contract":** shall mean the contract entered into between the Employer, who is the Ngqushwa Local Municipality, and the Contractor.

iv. **"EME's Subcontract"** shall mean the contract entered into between the Contractor and any EME subcontractor.

v. **"EME Work Package"** shall mean that portion of the Works which shall be set aside for construction by an EME.

C3.2.2 RESOURCE STANDARDS

Ten (10%) of the work will be subcontracted to EME's to expedite the objectives of the RDP redevelopment programme and economic development.

C3.2.3 PREFERRED SUBCONTRACTORS

Subcontractors shall be EME's. An EME's is defined as an enterprise with an annual total revenue of R 10 million or less. The company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles shall apply.

Enterprises shall comply with the following:

- Business shall be registered within the Peddie boundaries,
- Must be registered with the CIDB to a relevant class i.e. GB.
- Must have a CSD Registration details with a "tax compliance status"

C3.2.4 Sub-Contracting

C3.2.4.1 Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.

C3.2.4.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.5 as being reserved for labour-intensive construction methods.

C3.2.4.3 As required by Clause 6(4) of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.2.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;

b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by local subcontractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.3.3 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.3.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.2.5 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the due completion date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.3.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

The portions of the Works to be executed using Labour Intensive Construction methods are:

i. Clearing and grubbing of the Site;

ii. Excavation for foundation trenches not exceeding 1,5 m deep;

iii. Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;

iv. Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;

v. Cleaning and tidying up of the Site;

vi. Construction of all brickworks required for structures;

vii. Mixing and placing of concrete work;

viii. Laying of block pavers.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C3.3 CONSTRUCTION

C3.3.1 WORKS SPECIFICATION

C3.3.1.1 Applicable national and international standards

a) For the purpose of this Contract, the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply

SANS 1200 A	:	General
SANS 1200 AB	:	Employer's Agent's Office
SANS 1200 C	:	Site Clearance (Amendment 1, 1982)
SANS 1200 A	:	Preliminary And General
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 DM	:	Earthworks (subgrade)
SANS 1200 G	:	Concrete (Structural)
SANS 1200 GB	:	Concrete (ordinary buildings)
SANS 1200 HB	:	Cladding and sheeting
SANS 1200 LB	:	Bedding (Pipes)

b) The term "project specifications" appearing in any of the SANS (previously SABS) 1200 standardised specifications must be replaced with the term "scope of work".

c) The variations and additions to the specifications listed in C3.4.1.2(a) are as follows:

PS A	:	General
PS C	:	Site Clearance
PS D	:	Earthworks
PS DB	:	(Pipe Trenches)
PS DE	:	Small Earth Dams
~~PS DK~~	~~:~~	~~Gabions and Pitching~~
PS G	:	Concrete (Structural)
PS LB	:	Bedding
PS PB	:	Building

C3.3.2 PLANT AND MATERIALS

C3.3.2.1 Plant and materials supplied by the employer

All construction materials are to be supplied by the contractor. The relevant SANS standard specification will be applicable to all construction materials to be supplied by the contractor.

C3.3.3 SITE ESTABLISHMENT

C3.3.3.1 Service and facilities provided by the employer

i) Source of Water Supply

The Contractor may make an application to the Municipality's Water Division for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water. The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

ii) Source of Power Supply

The Contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

iii) Location of Camp and Materials Storage Area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract. The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works, the surface of the areas utilised shall be re-instated.

C3.3.3.2 Facilities provided by the contractor

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location. 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 trees nor make any excavation without the written permission of the Employer's Agent. The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works, the surface of the areas utilised shall be re-instated. Only security personnel will be permitted to remain on this site outside of normal working hours.

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transportation of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

Management meetings will be held in the Contractor's site office.

C3.3.3.3 Other facilities and services

Other facilities such as offices, workshops, storage sheds, nameboard, etc. required by / from the Contractor, are described under the relevant sections in the Bill of Quantities.

The Contractor shall supply chemical toilets for use by his workmen and the local labour. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

C3.3.3.4 Equipment

No housing is required for the Employer's Agent. Other facilities such as an office, telephone, survey equipment, etc. required for the Employer's Agent, are described under the relevant sections of the Scope of Works and listed in the Bill of Quantities.

C3.3.3.5 Advertising rights

All advertising rights on site shall be reserved exclusively for the employer.

C3.3.4 SITE USAGE

The contractor must take the necessary precautions to protect existing structures such as fences, houses, manholes, electrical poles, Telkom lines or any other building on the site. Cost implications for any damages caused by the contractor to these structures will be deemed as claimable from the contractor.

C3.3.5 ADDITIONS TO EXISTING WORKS

The contractor must notify the Employer's Agent's representative at least 48 hours prior to the execution of the connection to the existing services.

C3.3.6 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the Contractor is to liaise with the Employer's Agent to establish exactly the status of all reference pegs on premises.

The Contractor has to check and confirm all the benchmark levels prior to commencement of works. The Contractor shall also advise of any damaged or moved benchmarks that must be re-established.

PSAA GENERAL (small works)

PSAA 1 CONTRACT NAMEBOARDS (Subclause 5.1)

The contractor shall supply and install, and include in his rates, the standard nameboard provided in this tender document.

PSAA 2 COMPLIANCE WITH THE OHS ACT

The contractor shall at all times during the construction duration comply with all the requirements of the Occupational Health and Safety Act 2003 regulations.

PSAA 3 HEALTH AND SAFETY OFFICER

The contractor shall appoint a safety officer, who will be in charge for the duration of the project. A safety officer is expected to comply with the OHS Act regulations.

PSAA 4 ADDITIONAL TESTS REQUIRED BY ENGINEER

Over and above the regular testing that is required during the construction phase, the engineer, on written instruction to the contractor, may require additional testing to be done in order to settle disputes, carry out investigations, etc. A provisional sum has been included in the schedule of quantities to cover the costs of the above, and a handling fee, as a percentage of this provisional sum, has also been included. Monies from this amount will be spent on the written instructions of the engineer.

PSAA 5 COMMUNITY LIAISON OFFICER

A full-time officer from the local community will be employed for the duration of the contract to assist both the contractor and the employer in community negotiations regarding general community and labour issues, etc.

A provisional sum has been included in the schedule of quantities to cover the costs of the above, and a handling fee, as a percentage of this provisional sum, has also been included. CLO will be given a salary of R 5 000.00 pm, which includes airtime and data allowance for the duration of the contract.

PSAA 6 TELEPHONE (Subclause 5.4)

The contractor will provide the engineer with airtime and data per month for the duration of the project.

PSAA 7 PSC MEMBER

PSC members will be employed for the duration of the contract. The project allows a maximum of 5 members for the duration of the contract at the rate of R 400 per month, per member, per meeting sitting.

PSAA 9 POWER SUPPLY

The contractor to supply a single-phase power supply from Eskom.

PSAA 10 TRAINING

Employed local labourers to be trained by an accredited agent who will be nominated by the client.

PSAA 11 IN-SERVICE TRAINING

Experiential for a maximum of one (1) student shall be granted for the duration of 6 months (Project period). The experience is for civil engineering or building students.

PSAA 12 ISD CONSULTANT

ISD consultant to be appointed for the duration of the contract. ISD shall be responsible for addressing the community.

PSAA 13 OHS AGENT

An occupational health and safety agent shall be appointed for the duration of the contract. OHS Agent is expected to comply with all the construction requirements of the OHS Act 2003 regulations.

PSAA 14 MATERIALS

PSAA 14.1 SPECIFIED MATERIALS TO BEAR SANS (SANS) MARK (SUBCLAUSE 3:1)

All materials that are specified to comply with any SANS (SANS) standard shall bear the SABS (SANS) mark. Samples for testing of materials to be used on the works are to be delivered to a suitable laboratory specified by the engineer.

PSAA 14.2 Ordering of Materials (Subclause 3.3)

The quantities set out in the schedule of quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the specifications and the drawings issued to the contractor for construction purposes.

Any reliance placed by the contractor on the estimated quantities stated in the schedule of quantities issued for tendering purposes, or measurements made by the contractor from the drawings issued for tendering purposes, shall be entirely at the contractor's risk and the employer accepts no liability whatever in respect of materials ordered by the contractor on the basis of tender documents.

PSAA 15 RESTRICTIONS ON EMPLOYEE ACCOMMODATION (Subclause 4:2)

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

PSAA 16 ENGINEERS OFFICES AND FACILITIES (Subclause 8.1.2. 1)

Refer to clause PSAB.

PSAA 17 WATCHING BARRICADING LIGHTING AND TRAFFIC CROSSINGS (Subclause 5.6)

PSAA 17.1 BARRICADING

Work in public roads and private properties shall be barricaded off with white-washed oil drums and two strands red/white plastic tape strung between drums. Warning signs with reflectorised paint shall be erected ahead of construction to warn traffic of obstructions. In addition, suitable warning safety lighting, operational during hours of darkness, is required to demarcate obstructions in the roadway.

PSAA 17.2 TRAFFIC SIGNS

Wherever the Works affect the operation or safety of public traffic, a full complement of metal traffic signs and road markings shall be erected and maintained to the satisfaction of the Engineer. The signs shall be in accordance with the latest issue of the South African Road Traffic Signs Manual. Adequate warning signs shall be placed at the entrance to all roads that have been closed at their furthest ends to the effect that the roads are not "through roads"

PSAA 17.3 COURTESY

In all dealings with the public, the Contractor shall bear in mind their right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right.

PSC SITE CLEARANCE

PSC 2 DISPOSAL OF SURPLUS MATERIAL (Subclause 3.1)

All surplus material and vegetation shall be disposed of off-site to the satisfaction of the Local Authority and the Engineer. No overhaul shall apply to material disposed of in this manner.

PSC 3 TOPSOIL STOCKPILE (Subclause 5.6)

Topsoil shall be stockpiled on site for later re-use. All haulage of topsoil shall be regarded as freehaul.

PSD EARTHWORKS

PSD 1 CLASSIFICATION OF EXCAVATION (Subclause 3.1)

Soft and intermediate material shall NOT be classified separately. Material shall only be classified as Soft or Hard. Hard material shall be classified as material that cannot be efficiently removed without blasting or without wedging and splitting. All other material shall be classified as soft material.

Classification of material, other than soft material, shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature".

PS G: CONCRETE (STRUCTURAL)

PS G 3 MATERIAL

PS G 3.2 CEMENT

PS G 3.2.1 Applicable Specifications

Substitute G 3.2.1 with the following:

All cement types shall comply with the requirements of SANS 50197-1.

Where Malmesbury hornfels (shale) is used as aggregate in concrete, a blend (by mass) of 50 % CEM II 42,5 or CEM II 42,5R and 50 % milled granulated blast-furnace slag shall be used in the concrete mix.

PS G 3.2.3 Storage of Cement

Add the following to G 3.2.3:

Separate storage facilities shall be provided for the various types of cement specified. Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

PS G 3.5.2 Air-entraining Agents

Substitute G 3.5.2 with the following:

Air-entraining agents shall not be used in concrete.

PS G 5 CONSTRUCTION

PS G 5.2.1 Classification of Finishes

Add the following to G 5.2.1:

The following surface conditions are required on the various portions of the finished concrete:

(a) Rough

Concealed surfaces and surfaces more than 150 mm below final ground level.

PS G 5.5 CONCRETE

PS G 5.5.1.5 Durability

Substitute G 5.5.1.5 with the following:

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

PS G 5.5.1.7 Strength concrete

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, shall be indicated on the drawings.

PS G 5.5.7 Construction Joints

Add the following to G 5.5.7.1:

Construction joints shall be limited to the minimum and shall only be made in positions as shown on the drawings or in positions as specifically approved by the Engineer. Construction joints between tank bottoms, floors, or wall bases, and the walls standing on them shall not be made flush with the supporting surface, but shall be made in the wall 150 mm above the base. The 150 mm high riser

wall shall be cast as an integral part of the bottom, floor or base, i.e. the concrete in the riser shall be deposited simultaneously with the concrete in the bottom, floor or base adjacent to it. Where there is a fillet at the bottom of a wall, the construction joint shall be made 150 mm above the fillet.

A PVC waterstop without centre bulb shall be installed at all construction joints in walls of water-retaining structures. The size of the waterstops shall be 150 mm in walls thinner than 200 mm and 200 mm in walls of 200 mm thickness and more.

PS G 5.5.7.4 Expansion joints

Expansion joints shall be formed in positions and in accordance with details as shown on the drawings. All expansion joints shall be formed with an approved closed cell polyethylene fill material similar to "SPV 120" as supplied by Sondor, with a single part polyurethane sealant similar to Silkaflex – PRO 2HP as supplied by Sika. Rearguard S-type PVC waterstops with centre bulbs shall be installed under floors and Hydrofoil PVC waterstops with centre bulbs in walls, as shown on the drawings.

All sealants, fill material and waterstops shall be installed strictly in accordance with the specification of the manufacturers and to the satisfaction of the Engineer. The sealant shall be installed in one operation and jointing to already hardened sealant will not be permitted.

PS G 5.5.9 Adverse Weather Conditions

Add the following to G 5.5.9.1:

No material having a temperature of below 5 °C shall be used for concrete, and no concrete shall be deposited when the ground or air temperature is below 2 °C. Furthermore, if the air or ground temperature is likely to fall below 2 °C within 12 (twelve) hours after depositing of concrete, no concreting shall be done without the written consent of the Employer’s Agent. If such consent is given the Contractor shall heat the aggregate stockpiles and mixing water, and defrost the formwork and reinforcement.

PS G 5.5.10.4 Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.2 and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free from trowel marks. The screeded surface shall be wood-floated by hand, only sufficiently to produce a uniform surface free from screed marks.

PS G 5.8.3 Batching and Mixing

Cement shall be measured by mass or in full pockets of 50 kg each and aggregate shall be measured by volume in approved measuring boxes or barrows.

The aggregate shall be moist or wetted before the cement is added. Where drum mixers are used, about 20 % of the water shall be poured into the drum before the aggregate and cement are loaded. The mixing time in the drum shall be about 45 to 50 seconds.

The quantity of water added shall be just sufficient to form a smooth grout which will adhere to and completely coat each and every particle of aggregate, and which is just wet enough to ensure that, at points of contact of aggregate, the grout will run together to form a small fillet to bond the aggregate together. The mix shall contain no more than 20 litres of water for every 50 kg of cement.

Mixing shall be done in an approved batch-type mechanical mixer, but small quantities may be hand mixed.

PS G 5.8.4 Placing

The concrete shall be worked sufficiently to ensure that it will completely fill the space to be concreted and that adjacent aggregate particles are in contact with one another.

1.4 Material sources, spoil and stockpile areas

The wearing course material required will be imported from the local borrow pits.

1.5 Accommodation of traffic

The road network under construction is situated within a residential area and access for residents of this area will be available at all times. The public will be accommodated with half width construction and diverted on other alternate routes where possible. Road closures will only be permitted through written approval from the Ngqushwa Local Municipality.

1.6 Existing services

Refer to Section C4.3.

1.7 Environment

The Contractor's attention is called to clause B1230 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification.

1.8 Labour

Local labour is to be used and the employment of such labour is to be effected by the Contractor through liaison with the Community Liaison Officer (CLO), who shall assist the Contractor with the recruitment of local labour to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

1.9 Maintenance of the works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.
The handing over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of handover until the issue of the Certificate of Completion.

1.10 Testing of materials

The Contractor shall carry out the required process control testing as specified in terms of the COLTO standard specifications.

1.11 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

1.12 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and

for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.13 Contractor's campsite

Possible locations for a campsite shall be pointed out at the site handover meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel, but the chosen site shall be subject to the approval of the Engineer, the local authorities and the Project Liaison Committee (PLC) associated with the project.

1.14 Additional requirements for construction activities

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's tendered rates shall include full compensation for all costs which may arise from the maintenance of deviations. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

PB: BUILDING WORK

CLAUSE	DESCRIPTION	PAGE
PS PB 1.	SCOPE	116
PS PB 2.	INTERPRETATIONS	116
PS PB 2.1	SUPPORTING SPECIFICATIONS	116
PS PB 2.2	GENERAL	116
PS PB 2.4	SAMPLES	116
PS PB 3.	MATERIALS	116
PS PB 3.1	CEMENT	116
PS PB 3.2	WATER	116
PS PB 3.3	LIME	117
PS PB 3.4	AGGREGATE	117
PS PB 3.5	BURNT CLAY BRICKS	117
PS PB 3.6	CONCRETE MASONRY UNITS	117
PS PB 3.7	CALCIUM SILICATE MASONRY UNITS	117
PS PB 3.8	WALL TIES	117
PS PB 3.9	AIR BRICKS	117
PS PB 3.10	BRICK REINFORCEMENT	117
PS PB 3.11	QUARRY TILES	118
PS PB 3.12	CERAMIC TILES	118
PS PB 3.13	CONCRETE PAVING SLABS	118
PS PB 3.14	DAMP-PROOF MEMBRANE	118
PS PB 3.15	DAMP-PROOF COURSE IN WALLS	118
PS PB 3.16	TREATMENT OF TIMBER	118
PS PB 3.17	STRUCTURAL TIMBER	119
PS PB 3.18	TIMBER FOR JOINERY	119
PS PB 3.19	FRAMED AND LEDGED BATTEN DOORS	119
PS PB 3.20	FLUSH DOORS	119
PS PB 3.21	IRONMONGERY	120
PS PB 3.22	HOT-DIP GALVANISING TO STEELWORK	120
PS PB 3.23	PRESSED STEEL DOOR FRAMES	120
PS PB 3.24	STEEL DOORS, SIDELIGHTS AND FANLIGHTS	121
PS PB 3.25	BALANCE TYPE STEEL DOOR	122
PS PB 3.26	STEEL WINDOWS	122
PS PB 3.27	RESILIENT FLOOR FINISHINGS	123
PS PB 3.28	GLASS FOR GLAZING	123
PS PB 3.29	PAINTS	124

PS PB 4.	PLANT	126
PS PB 4.1	GENERAL	126
PS PB 5.	CONSTRUCTION	126
PS PB 5.1	BRICKLAYER	126
PS PB 5.2	TILER	132
PS PB 5.3	PLASTERER AND PAVIOR	133
PS PB 5.4	WATERPROOFING	135
PS PB 5.5	CARPENTER AND JOINER	136
PS PB 5.6	METALWORK	137
PS PB 5.7	RESILIENT FLOOR FINISHINGS	137
PS PB 5.8	GLAZIER	138
PS PB 5.9	PAINTER	138
PS PB 5.10	PROTECTION AND CLEANING OF WORKS	140
PS PB 6.	TOLERANCES	141
PS PB 6.1	BASIS OF MEASUREMENT	141
PS PB 6.2	PERMISSIBLE DEVIATIONS	141
PS PB 7.	TESTS	142
PS PB 7.1	GENERAL	142
PS PB 8.	MEASUREMENT AND PAYMENT	142
PS PB 8.1	GENERAL	142
PS PB 8.2	SCHEDULED ITEMS	142

PS PB 1. **SCOPE**

This section specifies the general requirements for the construction of buildings.

PS PB 2. **INTERPRETATIONS**

PS PB 2.1 **SUPPORTING SPECIFICATIONS**

(a) Project Specification;

(b) SABS 1200 A or SABS 1200 AA as applicable;

(c) SABS 1200 C;

(d) SABS 1200 D or SABS 1200 DA as applicable;

(e) SABS 1200 G or SABS 1200 GA or SABS 1200 GB as applicable.

PS PB 2.2 **GENERAL**

Building work shall be carried out in accordance with the National Building Regulations and Building Standards Act, 1977, and these specifications.

References to specifications and codes of practice of the South African Bureau of Standards shall be taken to be references to the latest edition of such specifications and codes of practice as amended. Where possible the SABS mark shall appear on all articles, materials or items where it is required to comply with such SABS specification.

PS PB 2.3 **COMMERCIAL PRODUCTS**

In all instances where the Contractor handles, stores, uses, applies or fixes commercial products, the work shall be strictly carried out according to the instructions of the manufacturer of such products.

PS PB 2.4 **SAMPLES**

The Contractor shall furnish without delay, such samples as called for or may be called for by the Engineer. Materials or workmanship not corresponding with approved samples, may be rejected by the Engineer and shall be removed from the works at the cost of the Contractor.

PS PB 3. **MATERIALS**

PS PB 3.1 **CEMENT**

Cement for masonry work comply with the requirements of SANS EN 431-1 and cement for concrete work shall be CEM I portland cement or CEM III blast-furnace cement complying with the requirements of SANS EN 197-1.

Separate storage facilities shall be provided for the various types of cement.

PS PB 3.2 **WATER**

Water shall be clean and free from clay, silt, oil, acid, alkali, organic or other matter which would impair the required strength and durability of mortar, plaster or floor screed.

PS PB 3.3 **LIME**

Lime shall be hydrated bedding mortar lime complying with the requirements of SABS 523.

PS PB 3.4 **AGGREGATE**

Sand for plaster and mortar shall comply with the requirements of SABS 1090, whereas the aggregates for normal and granolithic floor creeds shall comply with the requirements of BS1199 and BS1201 respectively.

PS PB 3.5 **BURNT CLAY BRICKS**

Burnt clay bricks shall comply with the requirements of SABS 227 and shall also be equal in all respects to the three samples of each type of brick furnished by the Contractor prior to commencement of the works and as approved by the Engineer.

General purpose (special) bricks shall be used in foundation walls and lintels.

The colour and texture of face bricks shall be as specified in the project specifications. Care shall be taken to avoid damage to arisses and faces during transport and handling.

Fire bricks shall be of well burnt refractory fire clay, resistant to spalling and cracking and of same size as the ordinary bricks.

PS PB 3.6 **CONCRETE MASONRY UNITS**

Pre-cast concrete masonry units shall comply with the requirements of SABS 1215 and shall be solid unless specified otherwise in the project specifications.

PS PB 3.7 **CALCIUM SILICATE MASONRY UNITS**

Calcium silicate masonry units shall comply with the requirements of SABS 285.

PS PB 3.8 **WALL TIES**

Wall ties shall comply with the requirements of SABS 28.

PS PB 3.9 **AIR BRICKS**

Air bricks shall be well-burnt terra-cotta air bricks in external faces of walls and 250 mm x 150 mm rectangular gypsum air bricks covered with copper mosquito gauze in internal faces.

PS PB 3.10 **BRICK REINFORCEMENT**

Brick reinforcement shall be hard drawn mild steel comprising two 3,15 mm diameter wires spaced 75 mm apart and 2,8 mm diameter cross wires spaced at not exceeding 300 mm apart welded to main wires.

PS PB 3.11 **QUARRY TILES**

Quarry tiles shall be of approved quality, even in thickness, truly square, free from cracks, twists and blemishes and uniform in colour and unless otherwise specified, shall be of approved red colour.

PS PB 3.12 **CERAMIC TILES**

Glazed ceramic tiles for walls shall comply with the requirements of SABS 22 and, unless otherwise specified, shall be white, size 150 mm x 150 mm x 6,5 mm thick.

Ceramic tiles for floors shall comply with the requirements of SABS 1449 and, unless otherwise specified, shall be unglazed, size 240 mm x 115 mm x 20 mm thick and of approved colour.

PS PB 3.13 **CONCRETE PAVING SLABS**

Concrete paving slabs shall be precast units of grade 25 MPa/13 mm concrete and shall be of approved manufacture, at least 50 mm thick and sizes 250 mm x 250 mm minimum and 600 mm x 600 mm maximum.

Concrete slabs shall be even in thickness, truly square, free from cracks, twists and blemishes, with a uniform natural cement colour and surface finished smoothly in the mould and shall also be equal in all respects to the samples furnished by the Contractor prior to commencement of the works and as approved by the Engineer.

PS PB 3.14 **DAMP-PROOF MEMBRANE**

Damp-proof membrane under floors, unless otherwise specified, shall be of polyethylene sheeting complying with the requirements of SABS 952 as Type C-plain surfaces specified therein, 250 microns in dry areas and 375 microns in wet areas.

PS PB 3.15 **DAMP-PROOF COURSE IN WALLS**

Horizontal and vertical damp-proof course, unless otherwise specified, shall be of bituminous sheeting complying with the requirements of SABS 248 and as Type FV (Fibre Base) sheeting or as Type GH (Hessian Base) sheeting specified therein, or of polyethylene sheeting complying with the requirements of SABS 952 and as Type A-plain surfaces 450 microns or as Type B-embossed surfaces 375 microns as described therein.

PS PB 3.16 **TREATMENT OF TIMBER**

All timber shall be given a preservative treatment suitable for the duty for which the timber is intended in accordance with SABS code of practice 05, and no untreated timber shall be used. The preservative treatment shall not impair the final finish. The timber shall be impregnated throughout. When surface coating is specified, the compounds applied on the surfaces of the timber shall form an unbroken film.

PS PB 3.17 **STRUCTURAL TIMBER**

Structural timber, unless otherwise specified, shall be of South African softwood (pine) complying with the requirements of SABS 563 or SABS 1245 and, unless otherwise specified or shown on the drawings, shall be of Grade 4 and shall be marked as laid down in the specification.

Roof battens and other structural timbers not less than 50 mm or more than 65 mm in width and not less than 38 mm or more than 50 mm thickness, shall be of South African softwood (pine) complying with the requirements of SABS 653.

All structural timber shall bear the full standardisation mark of the South African Bureau of Standards.

The tolerance by which "actual" dimensions may vary from the "nominal" dimensions specified or stated on drawings of South African sawn structural softwood, shall be as laid down in SABS 563, SABS 653 and SABS 1245 where relevant.

PS PB 3.18 **TIMBER FOR JOINERY**

Softwood for joinery shall comply with the requirements of SABS 1359 and hardwood with the requirements of SABS 1099.

Timber for joinery shall be of clear grade, unless otherwise specified. Counter tops and other tops, where only one face side is visible, shall be of semi-clear grade timber.

PS PB 3.19 **FRAMED AND LEDGED BATTEN DOORS**

(a) **Softwood doors**

To be 44 mm thick framed and ledged batten doors complying with the requirements of SABS 545, but the timber shall comply with the requirements of SABS 1359 and shall be of clear grade.

(b) **Hardwood doors**

To be 44 mm thick framed and ledged batten doors complying with the requirements of SABS 545, but the timber shall comply with the requirements of SABS 1099 and shall be of clear grade. The hardwood shall be solid without any laminations.

PS PB 3.20 **FLUSH DOORS**

Flush doors shall be solid laminated, chip core or hollow-core as specified and shall comply with the requirements of SABS 545. All glue used in the manufacture of the doors shall comply with the requirements of the above specification.

Unless otherwise specified, face veneers shall be rotary cut, and shall be of timber specified or where doors are to be painted shall be of timber suitable for painting.

Edge-strips to conceal the vertical edges of doors shall be not less than 10 mm thick and of the same timber as face veneers; edge strips to meeting edges of doors in two leaves where edges are to be rebated, shall be not less than 20 mm thick.

Faces of doors shall be machine-sanded to a smooth and even surface.

All glueing together of core strips and glueing on of veneers, edge-strips, etc. shall be done under hydraulic pressure.

The top and bottom edges of doors showing end grain, shall be sealed with lacquer, or other suitable material, before leaving the manufacturer's works, and similarly sealed after doors are fitted into frames if the edges of doors are disturbed during fitting.

PS PB 3.21 **IRONMONGERY**

All ironmongery shall be of best quality and shall be approved by the Engineer, before fixing.

Screws for fixing of articles shall be of similar metal than the articles.

Locks shall comply with the requirements of SABS 4 and shall be supplied with two keys each.

Unless otherwise specified, interior and exterior doors shall be fitted with two and four lever heavy-duty mortice locks respectively, which shall be master-keyed.

No key shall pass a second lock. On no account shall the keys be delivered with the doors or locks to the building site. Failure to observe these instructions may entail the provision of new locks and keys.

PS PB 3.22 **HOT-DIP GALVANISING TO STEELWORK**

Where prescribed, all steelwork built in as the work proceeds, shall be hot-dip galvanised after fabrication and before leaving the manufacturer's works, in accordance with SABS 763.

Where they occur, site welds shall be zinc sprayed in order that the zinc coating be even and continuous over all surfaces.

PS PB 3.23 **PRESSED STEEL DOOR FRAMES**

Pressed steel door frames shall comply with the requirements of SABS 1129 and shall be constructed of 1,6 mm thick mild steel sheeting, pressed or rolled to the required shapes, properly mitred, welded and reinforced.

Frames shall be of widths required to suit the thickness of walls into which they are built and shall be fitted with suitable tie-bars and braces at bottom, and lugs for building in, three to each jamb of frames without fanlights and four to each jamb of frames with fanlights.

Where fanlights are shown over doors, the frames shall be fitted with transoms of pressed or rolled steel sheet as above and rebate for fanlights and for doors if required.

The rebates in frames and transoms for doors and fanlights shall be of width required to suit the thickness of doors and fanlights.

Frames shall each be fitted in the rebate of one jamb with a pair of approved 100 mm steel butt hinges, and transom to opening fanlights hung at bottom shall each be fitted with a pair of approved 75 mm steel butt hinges, all set flush into recesses in frames and either fixed with countersunk screws or securely welded on.

Frames shall be holed as and where required for screws fixing fanlight openers, keeps of spring catches, etc. Where fanlights are shown to be fixed into frames, the frames shall be holed in the rebates, for screws, securing the fanlights, four to each frame.

Frames shall each be fitted in one jamb, with approved chromium plated or stainless steel (unless otherwise specified) adjustable striking plate keep, boxed in at back of frame with sheet metal box welded on, and not less than two rubber buffers.

All welding shall be cleaned off smooth and flush on exposed faces and frames shall be cleaned and primed as described for steel windows before leaving the manufacturer's works.

PS PB 3.24 **STEEL DOORS, SIDELIGHTS AND FANLIGHTS**

Steel doors, sidelights and fanlights shall, in the case of stock types, comply with the requirements of SABS 727, and in the case of purpose made types with the constructional and other requirements of the above specification wherever applicable, and shall in addition be equipped with the following:

(a) Suitable weather bars where required to render doors, etc., perfectly watertight;

(b) Suitable lugs, or holes at the same spacing as the standard fixing lugs, for screwing frames to plugs in the concrete, where frames of doors, etc. are to be fixed to concrete columns, beams, etc.,

(c) A primer as described for steel windows, except where hot-dip galvanising is prescribed.

Doors, sidelights and fanlights, unless otherwise shown shall be of "one piece" construction, but where shown to be in two or more "one piece" units, the units shall be coupled together with standard coupling-mullions and/or transoms.

Bottom openings in doors and sidelights shall be fitted with kicking plates of one thickness of 1,6 mm thick mild steel sheet fixed with metal beads.

Frames of outward opening doors shall be fitted at bottom with sills of door framing section (stepped sills) and of inward opening doors with metal ties, welded to frames, for embedding in thresholds (flush sills).

Stock doors, sidelights and fanlights shall be of the types shown on drawings and purpose made doors, sidelights and fanlights shall be constructed to the forms and sizes shown on drawings.

Unless otherwise specified, the doors shall be of not less than 33 mm universal sections and the sidelights and fanlights of standard 25 mm sections.

Fanlights shall be hung and fitted as described for steel windows in clause 3.39.

PS PB 3.25 **BALANCE TYPE STEEL DOOR**

The balance type steel door shall be of the "back track" type tip-up door, constructed of not less than 0,8 mm thick mild steel sheeting, pressed to form troughed or fluted pattern horizontal panels, each approximately 200 mm wide, all strongly reinforced at back with 1,2 mm thick top hat section mild steel braces and/or stiffeners and provided all round exposed edges with 1,2 mm thick mild steel channels, all properly welded together and with all welding cleaned off smooth and flush.

The door is to be hung on two galvanised flexible steel cables of not less than 5 mm diameter, connected at lower ends to 125 mm diameter steel encased counterweights of such length and mass as will balance the door in the full open position and connected at upper ends to door unit by passing cables over 140 mm diameter bushed cast aluminium pulleys, securely fixed to 2,50 mm thick mild steel top plates.

The movement of door is to be controlled by means of sintered metal rollers, (nylon rollers are not acceptable) securely fixed at top and centre of outer edges to door unit to operate in horizontal and vertical runner guides respectively. The guides are to be formed of 37 mm x 32 mm x 25 mm mild steel channels and with vertical channels fitted at upper ends with horizontal channels, welded on to form back track for top rollers. Each vertical channel is to be four times bolted to jamb of door opening and each horizontal channel is to be secured in position to internal wall with mild steel angle bracket, twice bolted to wall to form rigid construction.

The counterweights to door to be encased with 2,50 mm thick mild steel cover plates, each the full height of door and securely fixed to wall and channel guide.

Door to be fitted near bottom with cast aluminium lifting handle for operating the door and with chromium plated locking handle, complete with control rods and with striking plate bolted to lintel, over door opening. The locking handle is to be operated from outside and is to be provided with two keys.

Before leaving the manufacturer's works, all metal is to be given a protective priming coat of paint in accordance with the requirements of SABS 909.

PS PB 3.26 **STEEL WINDOWS**

Stock residential and industrial type steel windows shall comply with the requirements of SABS 727 and all other types both stock and purpose made shall comply with the constructional and other requirements of the above specification wherever applicable, and shall in addition be equipped with the following:

(a) Suitable weather bars where required to render the windows perfectly watertight;

(b) Suitable lugs, or holes at the same spacing as the standard fixing lugs, for screwing frames to plugs in the concrete where frames of windows are to be fixed to concrete columns, beams, etc.;

(c) Windows and components, except where specified to be hot-dip galvanised, shall before leaving the manufacturer's works, be cleaned by acid pickling rinsing and drying, as laid down in SABS code of practice 064, or by other approved means, to remove all scale, rust, grease, oil and foreign matter and then primed with red oxide zinc chromate primer complying with the requirements of SABS 909, applied by dipping or by means of spray gun.

Ventilators hung at side to open out in windows above ground floors and not accessible for cleaning from an adjoining opening ventilator in the same window or from verandas, balconies and the like, shall be hung on projecting hinges.

Windows, unless otherwise specified, shall be of "one piece" construction, but where shown to be in two or more "one piece" units, shall be coupled together with standard coupling mullions and/or transoms.

Windows shall be fitted with solid brass handles, stays, catches and other fittings, those to windows constructed of universal sections having polished finish and to all other windows rumbled finish. The fittings shall be fixed in such a way as to be removable after windows are glazed.

PS PB 3.27 **RESILIENT FLOOR FINISHINGS**

Semi-flexible vinyl (vinyl-fibre) floor tiles shall comply with the requirements of SABS 581; flexible vinyl (PVC) floor tiles and sheeting shall comply with the requirements of SABS 786 and thermoplastic (asphaltic) floor tiles shall comply with the requirements of SABS 586. Unless otherwise described, the flooring shall be of marbled pattern and of approved light colour and tiles shall be 230 mm x 230 mm or 250 mm x 250 mm in size.

Vinyl cove skirtings shall be of approved manufacture and colour and unless otherwise stated, 70 mm in height.

PS PB 3.28 **GLASS FOR GLAZING**

Glass for glazing shall comply with the requirements of CKS 55.

Glass not exceeding 0,75 square metre surface area of glass pane, shall be flat drawn clear sheet glass of "QQ" quality (ordinary glazing quality) and of 3 mm thickness.

Glass exceeding 0,75 square metre and up to 1,5 square metres surface area of glass pane, shall be clear float glass of "GG" quality (glazing quality) and of 4 mm thickness.

Laminated safety glass for glazing shall be of "SQ" quality (selected glazing quality) and of 6 mm thickness unless otherwise specified. If high impact strength glass is used, whether cut to size or not, the stencil mark is to appear in a prominent place on the glass.

Toughened safety glass for glazing up to 3 square metres shall be, unless otherwise specified, of 4 mm thickness and must be ordered to the correct size as toughened glass can not be cut, and each piece of glass to be marked in a clear and permanent fashion. (For bigger sizes, manufacturer's instructions are to be followed).

Any pane of glass installed in any door shall, where not made of safety glass, be not more than 1 m^2 in area and shall have a nominal thickness of not less than 6 mm.

Obscure glass for glazing, unless otherwise specified, shall be Arctic or other similar approved figured rolled glass, of a nominal thickness of not less than 3 mm for glass panes up to a surface area of 0,75 square metre and not less than 5 mm over 0,75 square metre.

Putty for glazing shall comply with the requirements of SABS 680, of Type I for glazing in wood and of Type II for glazing in steel windows, doors, etc. Putty used for glazing in unpainted hardwoods, shall be tinted to match the colour of the wood.

PS PB 3.29 **PAINTS**

All materials for paint work for which South African Bureau of Standards specifications have been published, shall comply with the requirements of such specifications and shall bear the standardisation mark of the South African Bureau of Standards on the container or packing. Materials for paint work for which no SABS specifications have been published shall be of brand and manufacture approved by the Engineer.

All materials for paint work must be brought on to the site in unopened containers and no adulteration will be allowed.

Undercoats for paint work shall be as supplied by the manufacturer of the paint being used for the finishing coat.

Paints shall be suitable for application on the surfaces on which they are to be applied, and those used externally shall be of exterior quality or suitable for exterior use.

If necessary, paints shall be strained free from skins and similar impurities immediately before application.

The various primers, undercoats, paints and distempers shall comply with the requirements of the specifications quoted hereunder and shall be of the type of grade stated, viz:

(a) **Primers**

(i) For wood:

SABS 678. Type I shall be used on exterior woodwork and Type III on interior woodwork.

(ii) For metal:

Dip or spray application (red oxide zinc chromate). For steel windows, doors, door jambs, and other articles normally dip or spray primed in the manufacturer's works: SABS 909.

Brush application (zinc chromate). For all metal surfaces primed on site and then painted: SABS 679, Type I.

(iii) For structural steel (red lead):

SABS 312, Type II, Grade I.

(iv) For galvanised iron:

SABS 912.

(v) For galvanised metal surfaces and surfaces of non-ferrous metals:

Wash primer (metal etch primer) : SABS 723.

(b) **Undercoats**

For all surfaces under HIGH GLOSS, OIL GLOSS, FLAT and EGGSHELL finishing paints : SABS 681, Type II.

(c) **Paints**

(i)	High gloss	:	SABS 630
(ii)	Oil gloss	:	SABS 631
(iii)	Flat and eggshell	:	SABS 515
(iv)	Emulsion paint (interior)	:	SABS 633, Grade I
(v)	Emulsion paint (exterior)	:	SABS 634, Synthetic Polymer Base Type, but pure acrylic resin base for fibre cement surfaces
(vi)	Aluminium paint	:	SABS 682, Grade II
(vii)	Roof paint	:	SABS 683, Type B
(viii)	Structural steel paint	:	SABS 684, Type B
(ix)	Epoxy tar	:	SABS 801 (types as specified)

(d) **Distemper**

SABS 322

(e) **Varnish for interior use**

SABS 887, Type I with eggshell finish.

PS PB 4. **PLANT**

PS PB 4.1 **GENERAL**

The Contractor shall have at his disposal the normal plant necessary for the proper and neat completion and rounding off of all facets of the building work.

PS PB 5. **CONSTRUCTION**

PS PB 5.1 **BRICKLAYER**

5.1.1 **Cement Mortar**

Cement mortar shall, unless otherwise specified, be composed of four parts by volume of sand and one part by volume of cement for normal brickwork, and three parts by volume of sand and one part by volume of cement for reinforced brickwork.

The ingredients for cement mortar shall be measured in proper gauge boxes on a boarded platform and thoroughly mixed. Alternatively mixing may be by means of an approved mechanical batch mixer. Only when the dry ingredients have been thoroughly mixed and a mixture of uniform colour has been obtained may the water be added in sufficient quantity to obtain mortar with the required consistency. Care shall be taken in mixing cement mortar to remove from the mixing machine or platform any old mortar that has already set, as such mortar must not be incorporated in any new batch.

Cement mortar shall be produced in such quantities as can be used before commencing to set, as no cement mortar that has once commenced to set shall be used in any way.

5.1.2 **Brickwork**

Brickwork, wherever practicable and not otherwise specified, shall be built in English bond. No false headers shall be used, and none but whole bricks employed, except where legitimately required to form bond.

The brickwork, unless otherwise specified, shall be built in 4:1 cement mortar. Brick arches and brick lintels shall be built in 3:1 cement mortar.

The bricks shall be laid on a solid bed of mortar and all joints thoroughly grouted up solid throughout the whole width of each course.

The brickwork shall be carried up in a uniform manner, no portion being raised more than 1,2 m above an adjacent portion.

The bricks shall be well saturated with water, in the stack or dump, approximately two hours before being used. The tops of walls left off, shall be well wetted before work is recommenced.

All rough and fair cutting and cutting of splays, skew backs, chamfers, etc., shall be properly performed.

All necessary openings for pipes, etc., shall be formed or left and made good after pipes, etc., are fixed in position.

Walls generally shall be taken up two courses above panelled ceilings in the same mortar as the wall below and cut between ties, etc.

Where hollow concrete masonry units are used brick-force shall be built into the walls every third course. Mortar for hollow concrete masonry units shall consist of one part cement, two parts lime and nine parts sand by volume. All cavities below floor level shall be filled with Grade 15 MPa/19 mm concrete.

5.1.3 **Mortar Joints**

Mortar joints to brickwork generally shall be 10 mm in thickness.

The joints in brickwork receiving plaster, tiling or similar finishings, shall be raked out whilst the mortar is soft to form key for the plaster or mortar backing. The depth of the raking out will depend on the condition of the bricks; the rougher the bricks on face the shallower the raking out and the smoother the bricks the deeper the raking out.

The joints in brickwork shall be flushed off where walls are to be bagged, in readiness for the bagging.

5.1.4 **Brickwork In Thicknesses**

Walls built in two or three thicknesses shall be tied together with and including metal ties of sufficient length to allow not less than 75 mm of each end to be built into brickwork and shall be spaced not more than 1 m apart to every third course and staggered.

5.1.5 **Brickwork In Linings**

Linings to concrete shall be tied with and including 4 mm diameter galvanised crimped wire ties of necessary length to allow 75 mm to be bedded into concrete and 75 mm of the other end to be built into brickwork and evenly spaced 1 m apart to every third course and staggered.

5.1.6 **Half Brick Thick Walls**

Half brick thick walls shall be built in 4:1 cement mortar and reinforced with 75 mm wide brick reinforcement, one row to every eighth course in height, and built 100 mm into main connecting walls. The reinforcement shall be lapped 150 mm at end joints, where these are necessary, and 75 mm at angles.

5.1.7 **Cavity Walls**

Cavity walls, unless otherwise specified, shall be built with two half brick thicknesses of brickwork in stretcher bond with 50 mm cavity between, and the two thicknesses tied together with 200 mm long metal wall ties of the butterfly type, spaced at not more than 1 m centres alternately to every third course of brickwork.

Unless otherwise specified, the brickwork shall be built in 4:1 cement mortar.

The cavities shall be carried up from one course of brickwork below damp course level up to two courses below wall plate level, unless otherwise shown or specified. The brickwork above cavities shall be built solid, and where 270 mm thick shall be cut and well bonded where possible. Cavities in foundation walls of cavity walls shall be filled with Grade 15 MPa/19 mm up to 150 mm below the damp-proof course level.

The cavities shall be kept free of all rubbish, mortar droppings and projecting mortar.

The tops of walls shall be covered with planks or sacking during wet weather to prevent rain from entering the cavities.

The cavities shall not be ventilated.

At door, windows and other openings, the cavities shall be stopped 110 mm back from jambs of openings with the inner thickness of brickwork returned and stopped against the outer thickness and not bonded to same. A 110 mm wide strip of damp-proof sheeting as described for damp-proof course in clause 3.15 shall be built in between the two thicknesses in the joint formed by the return and the outer thickness. The damp-proof strip shall be lapped at least 50 mm on to the sheeting between the two thicknesses of sills and between the two thicknesses of lintels.

Sills to windows shall be divided into external and internal thicknesses with strips of damp-proof sheeting as above, built in line with the damp-proof sheeting in jambs and extending 100 mm beyond the jambs of openings.

The lintels shall be provided with damp-proof sheeting as described under lintels.

Unless otherwise specified, cavities shall be stopped one course below and one course above and 110 mm from sides of openings for air bricks and the like.

5.1.8 **Reinforced Brick Lintels**

Reinforced brick lintels shall be built with sound machine made bricks, in 3:1 cement mortar, with all vertical and horizontal joints filled solid with mortar throughout the required number of courses and to a distance of at least 330 mm on either side of the clear opening.

The number of courses in lintels over the various size openings shall be as specified in table hereunder, and reinforcing steel wires or rods shall be built into the first horizontal joint over the bottom course as laid down therein, viz.:

LINTEL SPAN	NUMBER OF COURSES	REINFORCEMENT
Not exceeding 1 m	4	One row of 75 mm wide brick reinforcement for each half brick width soffit.
Over 1 m tot 1,5 m	6	One row of 75 mm wide brick reinforcement for each half brick width soffit.

Over 1,5 m tot 2,1 m	7	Three 6,3 mm diameter mild steel rods for each half brick width of soffit.

The reinforcing wires and rods shall be of length at least equal to the width of the clear opening plus 330 mm at each end. The reinforcement shall be evenly spaced in the brick joints, with the outer wires or rods having at least 20 mm cover from face of brickwork.

Brick lintels in 270 mm thick cavity walls shall be built in two half brick thicknesses in stretcher bond, with inner face of outer thickness for a depth of three courses above soffit, covered with sheeting as for damp-proof course, the full length of lintels, and space between the two thicknesses for the depth of the sheeting filled in solid with Grade 15 MPa/19 mm concrete. Where cavities continue above lintels, the sheeting shall be taken up and turned on to top of first course of brickwork to inner thickness of wall, above the concrete filling in lintels.

The lintels, except where built over pressed steel door frames and the like, shall be supported on temporary formwork left in position for at least fourteen (14) days.

5.1.9 **Beam Filling**

Beam filling, unless otherwise specified, shall be half brick thick, built in similar mortar as used in the walls below, cut in between roof timbers and carried hard up to underside of roof covering, and flushed up in mortar.

5.1.10 **Bagged Finish To Brickwork**

Bagged finish to brickwork, if done whilst the mortar in joints is still soft, shall be formed by rubbing over the wall surfaces with wet rough sacking, until all joints and crevices are filled up and an even surface is obtained. Mortar, as used for building the brickwork, shall be added as may be necessary.

If bagging to walls is done after the mortar in joints has set the wall surfaces shall be rubbed over with wet rough sacking as above, but cement grout shall be added as necessary to fill up the joints and crevices and to obtain an even surface.

5.1.11 **Building In Inbrick Work**

Ends of timbers, hold-fasts, cramps, gratings, air bricks, dowels, etc., shall be built-in in cement mortar.

Door and window frames and the like shall be set up in positions for building in and securely strutted to prevent distortion whilst the brickwork, lintels, etc., are being built.

Pressed steel door frames shall be grouted in solid at back with cement mortar as the work proceeds.

Wood slips, fixing bricks, hoop iron, roof ties, etc., shall be built in as the work proceeds.

Ventilators shall be built into openings formed in the walls, in 3:1 cement mortar, and grouted in solid with similar mortar and wall finishes made good if disturbed.

Wood frames to doors, windows, etc., shall be set up in position for building in as described and built in as the work proceeds with cramps to jambs of 1,6 mm thick galvanised hoop iron, 32 mm wide, with ends turned 50 mm up against stiles of frames and each twice screwed to frame, and built 450 mm into wall with end turned up into brickwork joint. Cramps shall be built in approximately 0,3 m up from bottom and approximately 0,3 m down from head of frames and intermediately at not exceeding 0,85 m apart. No frame shall have less than two cramps to each jamb irrespective of height.

Cramps to frames in 270 mm thick cavity walls shall be cranked as necessary and built into inner and outer thicknesses of walls alternately.

The stiles of wood door frames, and similar frames not having sills framed in, shall be doweled to concrete, brick, stone and similar thresholds with 10 mm diameter mild steel dowels 75 mm long, one to each stile.

5.1.12 **Securing Of Roofs**

Roof trusses shall be fixed at each support to walls with ties of 1,2 mm thick galvanised hoop iron, 30 mm wide, built 750 mm deep into brickwork or embedded 300 mm deep into concrete or wrapped around bottom layer of reinforcing in a reinforced concrete beam and, unless otherwise specified, wrapped over truss and fixed with four galvanised nails, 60 mm long and taken up to and lapped round the nearest purlin and well spiked thereto.

5.1.13 **Bedding And Pointing**

All door, window and similar frames shall be bedded and pointed in 3:1 cement mortar. All wall plates shall be set true and level and bedded in 4:1 cement mortar.

Steel door and window frames shall be carefully pointed all round and made perfectly watertight.

Where steel door and window frames are specified to be pointed with mastic compound they shall be pointed all round externally with an approved waterproof compound, of such composition that it will not stain surrounding surfaces, and that it will adhere tenaciously, remain plastic without sagging or running, be capable of accommodating any normal movement of the joint sealed, and will receive paint without "bleeding". The pointing material shall be forced into the joints, which shall have been previously prepared to receive same, by means of a pressure gun, or by other suitable method, all in accordance with the manufacturer's instructions.

5.1.14 **Faced Brickwork**

Faced brickwork shall be built fair and the joints shall be square recessed to a depth of approximately 6 mm, formed with a square jointing tool well pressed into the joints as the work proceeds.

The Contractor shall construct a test section of 10 m^2 which shall be approved by the Engineer, before continuing with faced brickwork.

Face bricks shall be sorted by the brick manufacturer at his yard or by the Contractor on the site, to ensure that proper mixing of the bricks within the colour range of each type of facing brick being used is obtained; sudden changes in the general colour of face work in any one type of facing brick will not be acceptable.

Sand in mortar for all faced brickwork shall all be from one source.

Faced brickwork shall be kept perfectly clean and rubbing down of the brickwork shall not be allowed. Scaffold boards shall be turned back during rain to avoid splashing. Soiled brickwork shall be cleaned at the Contractor's expense, and the cleaning method shall be approved by the Engineer.

5.1.15 **Fibre Cement Sills**

Sills shall be in single lengths cut between reveals, fitted with fixing lugs and solidly bedded in 3:1 cement mortar with a slight projection beyond the finished wall face below.

Internal sills shall be level. External sills shall be set sloping on cut brickwork or on fine concrete filling under.

5.1.16 **Laying Of Quarry Tiles**

Joints to paving shall be continuous in both directions.

Tiles shall be solidly bedded and jointed in 3:1 cement mortar with joints, unless otherwise specified, 6 mm wide and slightly pointed with a round jointing tool. Tiles shall be well soaked in water before fixing and thoroughly cleaned off after fixing.

Tiles in sills, copings, etc., shall be set with slight projection over finished wall face, and where full tiles do not fit into the length, two cut tiles shall be used, symmetrically placed as directed.

5.1.17 **Installation Of Electrical Service**

The Contractor shall embed in the concrete and/or brickwork, as the work proceeds, all conduits, boxes, etc., which will be fixed in position by the electricians, and must cut all necessary chases and holes in walls for conduits and form recesses in walls for distribution boards, all in the positions directed, notwithstanding whether the installation of the electrical service is carried out by the Contractor or under a separate contract. Alternatively, distribution boards may be built into walls as the work proceeds, providing prior approval is obtained from the Engineer.

The Contractor shall afford every facility and shall render reasonable assistance to the electricians in carrying out their work, and shall make good where necessary, in all trades, after installation has been completed.

5.1.18 **Installation Of Mechanical Equipment**

Where the installation of mechanical equipment is carried out under a separate contract the Contractor shall arrange for the building in of special fittings, leaving holes and openings or

forming chases in floors, walls, etc., for pipes, cables etc., and for the building in of pipes, sleeves, pipe clips, bolts, etc., as required or directed.

All cutting of holes through finished floors, walls, etc., after the concrete or mortar has set, must be avoided as far as possible, and the Contractor must give ample notice to the Engineer who will ascertain the exact positions where pipe sleeves, pipes, pipe clips, etc., are to be built in.

5.1.19 **Protect And Clean Down Brickwork, Etc.**

Angles of face brickwork, reveals, steps, etc., liable to damage shall be covered up and protected during the progress of the remaining work, and any damage done shall be made good at the Contractor's expense and to the satisfaction of the Engineer.

Face brickwork and brick and tile sills, copings, etc., shall be cleaned down as the work proceeds, and surfaces liable to be soiled by mortar or plaster splashes during the progress of the remaining work shall be covered with paper, pasted on, or by other approved means. At completion of the works the coverings shall be removed and the surfaces again cleaned down to the satisfaction of the Engineer.

Any detergent or other materials used in the cleaning down of face brickwork, etc., shall be of such nature that will not harm adjoining paint and other finishings in any way.

All tile and other pavings shall be thoroughly cleaned off after laying to remove all traces of mortar and other substances, covered up and protected from damage during the progress of the works, and again cleaned off at completion.

PS PB 5.2 **TILER**

5.2.1 **Laying Of Glazed Ceramic Wall Tiles**

The tiles shall be fixed direct to walls in 3:1 cement mortar with horizontal and vertical joints continuous, and shall have all joints rubbed in solid with neat white cement grout. Tiles shall be well soaked in water before fixing and thoroughly cleaned off after fixing.

Unless otherwise specified, the wall tiling shall project approximately 4 mm beyond face of adjoining plaster with all exposed edges finished with glazed rounded edge tiles.

Tiling shall be returned into reveals of openings and on to window sills, and shall be butted at internal angles and provided with glazed rounded edged tiles to external angles, unless otherwise specified.

All necessary cutting to tiles shall be properly performed.

Walls shall be well wetted before tiling is commenced.

5.2.2 **Laying Of Ceramic Floor Tiles**

Ceramic tiles shall be bedded to a true and even surface on 3:1 cement mortar and with joints not exceeding 2 mm wide.

After the tiles have been allowed to set for a period of not less than twenty four hours the joints shall be grouted in to with approved epoxy compound, or acid proof cement mortar.

PS PB 5.3 **PLASTERER AND PAVIOR**

5.3.1 **Cement Plaster**

Cement plaster for one coat work on walls shall be composed of four parts of sand and one part of cement for internal work, and five parts of sand and one part of cement for external work, all by volume, and mixed as described for cement mortar in clause 5.1.1.

Cement plaster on concrete surfaces shall be composed of three parts by volume of sand and one part by volume of cement.

5.3.2 **Forming Key To Concrete For Plaster Finish**

All surfaces of concrete receiving plaster, or similar finishings, shall be well wetted and wire brushed immediately after the formwork is removed and slushed over with 2:1 cement grout to form key for the finish, to the approval of the Engineer. The slushing to be allowed to set hard before the finish is applied.

Other methods may be used if approved by the Engineer.

Particular care shall be taken in forming the key for plaster where steel shuttering is used, and if considered necessary the surface of the concrete shall be hacked.

5.3.3 **Thickness Of Plaster**

Plaster on walls shall be not less than 12 mm or more than 20 mm in thickness, and plaster on concrete ceilings and beams shall be not less than 9 mm or more than 16 mm in thickness, unless otherwise specified.

5.3.4 **Application Of Plaster**

Walls shall be well wetted before plastering is commenced.

The surfaces of internal plaster shall be steel trowelled to a smooth, even and true finish. External plaster shall be finished to a true and even surface with a wood float. All plaster surfaces shall be free from blemish.

Plaster shall be returned into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.

The rendering coat of plaster in two coat work shall be approved by the Engineer before the setting coat is applied, and notice shall be given to the Engineer when it is ready for inspection.

All cracks, blisters and other defects shall be cut out and made good and the whole left perfect at completion.

NB - See clause 5.3.2 for forming key for plaster on concrete.

5.3.5 **Normal Screeds To Floors**

Concrete sub-floors finished with wood mosaic, vinyl sheeting and tiles, and similar finishings, shall be screeded with 3:1 cement mortar, of thickness required, but in no case less than 12 mm, and steel trowelled to a true and smooth surface suitable to receive finishings.

The screeding shall be laid before the concrete sub-floors have matured otherwise the exposed surfaces of concrete shall be thoroughly cleaned with a wire brush, and a coat of neat cement grout applied immediately before the screeding is laid.

The screeding shall be laid in good time to allow of it being perfectly dry when the finishings are laid.

No traffic shall pass over nor shall any building operations take place on the screeding without proper covering first being provided.

5.3.6 **Granolithic Screeds**

Granolithic screeds shall be composed of two parts by volume of cement and three parts by volume of aggregate with sufficient water added to obtain a consistency as dry as may be practicable. The screed shall be rendered with a wood float and struck off with a steel trowel after set has commenced.

Granolithic screeds to floors, treads of steps, thresholds, and similar horizontal surfaces unless otherwise specified, shall be not less than 25 mm thick. Granolithic screeds to stair risers, sides of kerbs, and other vertical surfaces, shall, unless otherwise specified, be not less than 20 mm thick. Exposed salient angles of granolithic screeds shall be neatly rounded to approximately 20 mm radius, unless otherwise specified.

The granolithic screeds shall be laid before the concrete sub-floor has matured otherwise the exposed surface of concrete shall be thoroughly cleaned with a wire brush, and a coat of neat cement grout applied immediately before the granolithic screed is laid.

The granolithic screeds shall be laid in panels not exceeding 9 m^2 in area, and joined to lines of panels and lined into smaller squares as directed with sunk V-joints. The joints between the panels shall coincide with joints in the concrete sub-floor where possible.

Where granolithic screed is to be tinted it shall be laid in two layers, a lower layer laid to within 6 mm of the finished level, and an upper layer into which the requisite quantity of approved colouring pigment shall have been mixed. **No dusting on of colouring material will be allowed.**

All granolithic work shall be done by experienced workmen, and shall be protected from injury caused by rain or other extreme weather for twelve hours after being laid, and against too rapid drying whilst hardening, by being covered with wet sacks, or other suitable material, and shall be protected from injury and discolouration during the progress of the remaining work.

Edges of granolithic floors butting against different floor finishings, and edges of margins, etc. shall be true and sharp, and shall be protected by fixing temporary wood strips, which shall remain, in position until the commencement of the laying of the adjoining flooring material.

5.3.7 **Reedings To Steps, Etc.**

The treads of granolithic finished steps and upper surfaces of granolithic finished external thresholds shall be rendered non-slip by reeding same near front edges for a width of 100 mm stopped 100 mm from ends.

5.3.8 **Power Floated Finish**

Power floated finish to floors etc., unless otherwise specified, shall be floated mechanically to smooth and even surfaces before the concrete has set. Small surfaces and inaccessible places to be floated by hand in a similar way. Under no circumstances is cement mortar to be added while floating the concrete.

5.3.9 **Laying Of Concrete Paving Slabs And Paving Bricks**

Concrete paving slabs and paving bricks shall be bedded and jointed on a layer of 30 mm clean dry river sand. Joints shall be 6 mm wide, continuous in both directions, filled solidly with 3:1 cement mortar and slightly pointed with a round jointing tool. Lengths in excess of 10 metres shall be provided with expansion joints.

PS PB 5.4 **WATERPROOFING**

5.4.1 **Damp-Proof Course In Walls**

The damp-proof course shall be the full thickness of walls above foundations and shall be laid without longitudinal joints. At end joints, angles and intermediate junctions the sheeting shall be lapped 150 mm.

Where so specified all laps in the damp-proof course shall be sealed over the whole area of laps, to an approved method. Care shall be taken not to tear or otherwise damage the sheeting.

5.4.2 **Damp-Proof Membrane**

The damp-proof membrane under floors, etc., shall be laid in the widest practical widths to minimise joints and shall be turned up, dressed to load bearing walls and if applicable lapped with the damp-proof course in the walls. All joints shall be sealed with pressure sensitive tape applied over the leading edge of the joint.

5.4.3 **Expansion Joints**

Expansion joints shall be at least 10 mm wide and filled in with approved bitumen impregnated soft board or closed cell expanded polyethylene strip. Expansion joints shall be sealed with a

two component poly-sulphide joint sealer, 12 mm deep, according to instructions of the manufacturers.

PS PB 5.5 **CARPENTER AND JOINER**

5.5.1 **Protection Of Timber On Site**

Timber stored on site shall be properly stacked when received, and adequately protected against extremes of weather and exposure to the sun, until required for use.

5.5.2 **Wrought Faces**

Exposed woodwork, unless otherwise specified, shall be wrought to a smooth surface, and properly sand-prepared to remove all machine or other tool marks.

For each wrought face on structural timber, an allowance will be made off the "nominal" dimensions specified or stated on the drawings, as follows:

(a) 2,5 mm for "nominal" dimensions up to and including 76 mm;

(b) 3,5 mm for "nominal" dimensions over 76 mm.

For each wrought face on joinery timber, an allowance will be made off the "nominal" dimensions specified or stated on the drawings, as follows:

(a) 3 mm for "nominal" dimensions up to and including 76 mm;

(b) 5 mm for "nominal" dimensions over 76 mm.

The above will be the nett allowances permitted off the "nominal" dimensions specified or stated on the drawings and will not be additional to the tolerances specified for sawn timbers.

All exposed angles of wrought woodwork, unless otherwise specified, shall be arris rounded. The term "arris rounded" denotes that the angles shall be rounded off to approximately 3 mm radius.

Angles of wrought woodwork specified to be angle rounded shall be rounded off to 6 mm radius, unless otherwise shown on the drawings, and shall include, in framed joinery, for housed and mitred joints.

5.5.3 **Framed Joinery**

Where the word "Framed" is used it is to include for all mortice and tenon joints, dovetail joints, grooves, stop grooves, rebates, stop rebates, housings, notchings, etc., including housing ends of shelves, divisions, etc.

5.5.4 **Joinery**

Joinery work shall be put in hand immediately after the order has been given to commence work, or after the receipt of detail, where such are to be supplied, and shall not be wedged or glued up until just before fixing in the building.

No framed joinery for services situated inland shall be manufactured in the humid coastal belt, and no framed joinery for the services situated in the coastal belt shall be manufactured inland. This applies to both purpose made and stock joinery.

All exposed softwood timber in joinery which is not to be painted shall be free from large, loose or dead knots, knot holes, checks, splints, wane or other defects, and in joinery which is to be painted shall be free from all defects other than those which can be filled or otherwise made good in such a way as will not impair the paint finish. All exposed hardwood joinery timber shall be free from all knots, knot holes, checks, splints or other defects and, unless otherwise specified, shall also be free of sapwood.

Purpose made joinery shall be manufactured strictly in accordance with detail drawings.

Stock joinery shall be of approved quality. Joinery shall not be primed until it has been inspected and approved.

Skirting, rails and the like shall be in long lengths. Heading joints where necessary shall be splayed. Counter tops, table tops, drainers, and the like, shall be formed with wide boards, jointed with grooved, cross-tongued and glued joints or with grooved rebated and glued joints of approved type; cross-tongues shall be stopped 25 mm back from ends where ends are exposed to view. The boards shall be in single lengths to top, etc., but where this is not possible the heading joints shall be staggered and jointed as above.

Skirting, rails, angle moulds and beadings of all kinds, shall be close fitted, mitred or scribed at angles, and securely fixed; skirtings, rails and the like shall be fixed with hardened steel or other suitable nails driven into the brickwork or shall be nailed to wall plugs spaced at not more than 700 mm apart. Glazing beads and the like shall be mitred at angles and, unless otherwise specified, shall be fixed with panel pins.

PS PB 5.6 METALWORK

5.6.1 Manufactured Steelwork Generally

Welding is to be done electrically in the most up to date manner by skilled workmen and cleaned off on completion.

All welds are to be welded with welding rods of the same chemical composition as the tubes, rods, bars, etc., to be welded and all external welds are to be filed clean and smooth.

Welding to be continuous fillet welding to all exposed edges unless otherwise described.

No scaffolding shall be allowed to rest on or fixed to steel windows, doors, frames, etc., in any way.

PS PB 5.7 RESILIENT FLOOR FINISHINGS

5.7.1 Laying And Fixing

Vinyl sheeting and tiles and such like floor finishings shall be laid in strict accordance with the manufacturer's instructions, on a perfectly dry and clean screeded surface, using an adhesive supplied or recommended by the manufacturer of the flooring material, and rolled with a suitable roller to ensure complete adhesion of the material. The flooring shall be cut where required and neatly fitted against adjoining floors, thresholds, etc. Vinyl skirtings shall be close fitted to floors and walls, butted at end joints, neatly mitred at internal angles and dressed round external angles, and fixed with adhesive as for flooring.

Unless otherwise described, sheet flooring shall be in standard widths with cut sheets at sides of floors as necessary.

PS PB 5.8 **GLAZIER**

5.8.1 **Fixing Of Glass**

Glass fixed with glazing beads in unpainted hardwood doors shall be bedded on strips of rubber, velvet, leather, or felt turned over on to both sides of glass in the rebates to form a soft packing between the glass and the woodwork. In all other cases the glass shall be well bedded in back putty in the rebates.

Glass rebates, other than in unpainted hardwood doors, shall be primed before glazing.

Glass panes exceeding 0,5 m^2 in surface area and fixed with putty only in wood doors, sashes and the like shall be secured in addition with glazing sprigs, and in steel windows and doors with glazing pegs or clips inserted in holes in the steel framing.

Glass panes shall have adequate clearance between the edges of glass and the rebates.

Putty shall be carefully trimmed and cleaned off with front putty worked to within 3 mm of the sight lines.

PS PB 5.9 **PAINTER**

5.9.1 **Preparatory Work**

(a) **General**

All floors must be swept clean and walls dusted down, and surfaces not being painted such as face brickwork, sills, floors and stained woodwork covered up and protected against spotting, before any painting is commenced.

No sweeping or dusting shall be done whilst painting is in progress or whilst paint is still wet.

(b) **On woodwork**

Woodwork being painted shall be well brushed down, knots treated with knotting, and all surfaces primed, stopped with hard stopping and rubbed down to an even surface ready to receive the paint.

Woodwork being oiled or stained shall have all plaster stains, pencil marks and other surface discolourations and blemishes carefully removed, and stopped with tinted stopping and well rubbed down.

(c) **On metalwork**

All metal surfaces being painted, except steel structures shall be cleaned of all rust, scale and dirt by scraping or by means of steel wire brushes; also all oil and grease shall be removed and a perfectly clean surface obtained. If necessary the surface shall be decreased immediately before applying the priming coat, by the use of a suitable grease-removing solvent; any salt deposits on the metal surfaces as may occur in industrial and marine atmospheres shall be removed by the use of a suitable detergent and the surface then thoroughly rinsed and allowed to dry.

New galvanised metal surfaces and surfaces of all non-ferrous metals, which are to be painted, shall be cleaned down as above and given one coat of wash primer (metal etch primer).

Protective coatings on new galvanised metal surfaces, applied by the manufacturers to prevent storage stain and white rust, shall be completely removed by the use of a suitable cleaning agent and the surfaces thoroughly rinsed and allowed to dry, before the surfaces are primed or painted.

After cleaning off rust on metalwork those portions so affected shall be treated with an approved rust inhibitor.

(d) **On plaster**

All plastered wall, ceiling and such like surfaces being painted or distempered shall be filled where necessary with suitable stopping or patching plaster and the whole rubbed down ready to receive the finishings.

(e) **On ceilings**

Boarded ceilings, cover strips and cornices being painted or distempered, shall be filled where necessary with suitable stopping and all nail heads in ceilings, cover strips and cornices being distempered shall be primed with flat paint.

5.9.2 **Surfaces To Be Dry**

All plastered wall, ceiling and similar surfaces shall be perfectly dry and in a fit state to receive the finishings, before the work is put in hand.

5.9.3 **Priming**

Wood, metal and other surfaces normally primed before being painted shall be prepared and primed as before described in readiness to receive the specified paint system.

Backs of wood door and similar frames and surfaces of other new or re-fixed joinery in contact with brickwork, etc., and built in as the work proceeds, shall be primed before building in whether the articles are to be painted or not, to prevent moisture seeping into the wood from the mortar bedding.

Wood surfaces shall be knotted, primed and stopped before being coated with emulsion paint or distemper.

Tongued and grooved and rebated edges of boards in batten doors, and other suchlike inaccessible parts of joinery shall, before the joinery is assembled, be primed or where the joinery is to receive a finish other than paint, be given one coat of such other finishing material.

Priming to external structural timbers shall be applied before the timbers are fixed in position and shall include all wrought surfaces, such as backs of fascia and barge boards.

5.9.4 **Application Of Paint**

All coats of paint shall be thoroughly dry before subsequent coats are applied and rubbed down where necessary.

All work shall be finished to colour approved by the Engineer. The tints of undercoats shall approximate those of the finishing colour and in order to indicate the number of coats applied and to avoid misses when applying a succeeding coat, a slight difference shall be made in tint of each coat.

Priming on wood surfaces shall be by brush application. Priming on surfaces other than wood shall be by brush application or if in the opinion of the Engineer, the primer and the surfaces are considered suitable for roller application, the primer may be so applied. Priming applied by brush application shall be well brushed in to obtain maximum penetration.

Undercoat and finishing coats may be applied by brush or roller.

The use of spray gun on site for application of paint will not be permitted, except in the case of cellulose and other special cases where spraying is the accepted method of application; in cases where spraying is permitted all surrounding surfaces shall be properly masked.

The finishing coat on woodwork and metalwork, unless otherwise specified, shall be of high gloss paint. All materials shall be used in strict accordance with the manufacturer's instructions.

PS PB 5.10 **PROTECTION AND CLEANING OF WORKS**

The Contractor shall provide all necessary dust sheets, covers, etc., and shall exercise all necessary care to prevent marking surfaces of walls, floors, ceilings, glass, electrical fittings, etc., and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris or dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary, to the Engineer's approval, by the Contractor at his own expense.

The Contractor shall test all doors, fanlights and windows and all other fittings for proper operation and effect the required rectification prior to the handing over of the building.

The premises shall be left clean and fit for occupation at the completion of the work.

PS PB 6. **TOLERANCES**

PS PB 6.1 **BASIS OF MEASUREMENT**

6.1.1 **General**

Permissible deviations will apply in the case of linear dimensions, position, and level. The Contractor shall construct each of the various parts of the works within the limits of the applicable permissible deviations set out in clause 6.2 unless some other degree of accuracy is required in terms of the project specification or is shown on the drawings.

6.1.2 **Methods Of Measurement of Deviations**

Certain deviations will be measured as set out below:

(a) Any deviation from flatness of a plane surface, will be measured as the maximum deviation of the surface from any straight line of length 3 m joining two points on the surface, determined by means of a straight edge the ends of which are supported on identical blocks of suitable thickness placed one over each of the points.

(b) Any abrupt change in a continuous surface, including a local depression or peak in a floor or wall, will be measured as specified in (a) above.

(c) Out-of-squareness of a corner or an opening or an element such as a column will be measured by taking the longer of two adjacent sides as the base line, and determining any departure from the perpendicular of the side at either end of this base line.

PS PB 6.2 **PERMISSIBLE DEVIATIONS**

The permissible deviations for elements or components shall be as follows:

(a) Position on plan of any edge or surface measured from the nearest grid line or agreed centre line ..... ± 25 mm

(b) Linear (other than cross-section) dimensions ..... ± 30 mm

(c) Cross-section dimensions ..... -10 + 20 mm

(d) Level (deviation from designed level with reference to the nearest transferred datum (TD) of the upper or lower surface, as may be specified, of any slab or other element or component) ..... ± 10 mm

(e) Out-of-squareness of a corner or an opening or an element such as a column (See clause 6.1.2(c)) for short side of length:

(i) up to and including 0,5 m ..... ± 5 mm

(ii) over 0,5 m up to and including 2 m ..... ± 15 mm

(iii) over 2 m up to and including 4 m ± 20 mm

(f) Exposed surface (including floor slabs and paving):

(i) Flatness of plane surface ..... ± 5 mm

(ii) Abrupt changes in a continuous surface ..... ± 5 mm

(g) Exposed surface to be plastered or receive normal or granolithic screeds:

(i) Flatness of plane surface ..... ± 10 mm

(ii) Abrupt changes in a continuous surface ..... ± 5 mm

(h) Surface of plaster and normal or granolithic screeds ..... ± 5 mm

PS PB 7. **TESTS**

PS PB 7.1 **GENERAL**

The Engineer shall have free access to the works for taking samples and carrying out tests. The Contractor shall render any assistance necessary. If so required, the Contractor shall provide storage and protection of such samples on site.

PS PB 8. **MEASUREMENT AND PAYMENT**

PS PB 8.1 **GENERAL**

8.1.1 All items in this section will be measured by number, square metre or linear metre completed and the tendered rates shall include full compensation for the supply, delivery, handling and installation of all materials, the provision of all necessary labour and supervision, transport, plant, equipment and incidentals necessary to complete, protect and maintain the works as specified or as shown on the drawings.

8.1.2 Where a lump sum is required for a complete structure the tendered rate shall include all items and contingencies, as specified in this section or as shown on the drawings.

PS PB 8.2 **SCHEDULED ITEMS**

8.2.1 **Brickwork ..... Unit : m^2**

Brickwork will be measured on the centre line of the walls. Areas occupied in walls by windows and doors will be excluded from the areas measured, and corners and intersections common to more than one brick wall will be measured once only.

The rate shall cover the cost of brickwork complete as specified, including test sections where specified, pointing, providing brick lintels, brick reinforcement and ties, etc., the building in of

conduits, beams, pipe sleeves, doors and windows, the raking out of joints and the filling of cavities in cavity walls and walls constructed of hollow concrete masonry units, below floor level and elsewhere where specified.

The test section for faced brickwork as specified in clause 5.1.14 shall only be paid for if approved by the Engineer and, if rejected, shall be removed at the Contractor's expense.

8.2.2 **Air Bricks**

(a) External air bricks ..... Unit : No

(b) Internal air bricks ..... Unit : No

The rate shall cover the cost of providing and building in the air bricks as specified.

8.2.3 **Bagged Finish To Brickwork ..... Unit : m^2**

The rate shall cover the cost of providing rough sacking, additional cement grout as required and finishing the bagging as specified.

8.2.4 **Window Sills**

(a) External (describe) ..... Unit : m

(b) Internal (describe) ..... Unit : m

The rate shall cover the cost of providing and building in face bricks, fibre cement sheets or any other material prescribed, as well as all accessories specified.

8.2.5 **Tiling ..... Unit : m^2**

The rate shall cover the cost of providing all material and the laying and grouting of tiles, complete as specified.

8.2.6 **Plaster Work ..... Unit : m^2**

The rate shall cover the cost of the construction of the plaster work, including the supply of all materials, mixing, applying, finishing, forming reveals, joints, etc., complete as specified.

8.2.7 **Floor Screeds**

(a) Normal screeds ..... Unit : m^2

(b) Granolithic screeds ..... Unit : m^2

The rate shall cover the cost of the construction of the floor screeds, including the supply of all materials, mixing, laying, finishing, the forming of nosings, reedings, skirtings, etc. and, where the concrete sub-floor has matured, of the brushing and applying a cement grout, complete as specified.

8.2.8 **Paving ..... Unit : m^2**

The rate shall cover the cost of providing paving slabs or bricks, sand bedding and joint filling and expansion joint material and of constructing the paving.

8.2.9 **Waterproofing**

(a) Damp-proof course in walls ..... Unit : m

(b) Damp-proof membrane under floors ..... Unit : m^2

The unit shall be the net length or area of waterproofing installed. The length or area of overlaps shall not be measured for payment.

The rate shall cover the cost of providing and laying all material as specified, including the sealing of all laps and joints, complete as specified.

8.2.10 **Expansion Joints ..... Unit : m**

The rate shall cover the cost of providing and installing all filling and sealing material and of the forming of expansion joints, complete as specified.

8.2.11 **Joinery**

(a) Doors (type and size indicated) ..... Unit : No

(b) Skirtings (size indicated) ..... Unit : m

(c) Other items (describe or indicate drawing number) ..... Unit : No or m

The rate shall cover the cost of the supply of all materials, manufacture, cutting, waste, fixing and installation of the joinery items, complete as specified.

The rate for doors shall also cover the cost of the door frames and all accessories, such as hinges, hooks, bolts, locks, latches, etc., and of damp-proof course on both sides and above door frames in cavity walls, as specified.

8.2.12 **Metalwork ..... Unit : No**

The rate shall cover the cost of supplying all material, manufacture, applying priming coat of paint or galvanising, as specified, delivery and building in of units, including burglar proofing where specified, locks, catches, glazing, etc., and of damp-proof course under all windows and on both sides and above frames in cavity walls, as specified.

8.2.13 **Resilient Floor Finishings**

(a) Vinyl-fibre, PVC, or thermoplastic floor tiles (specify) ..... Unit : m^2

(b) Vinyl cove skirting ..... Unit : m

The rate shall cover the cost of supplying all material and adhesives required and the laying of the floor finishings.

8.2.14 **Painting ..... Unit : m^2 or Sum**

Only the surface covered by the final finishing coat shall be measured.

The rate shall cover the cost of surface preparation, supplying and applying all the coats of paint, repairing any damaged surfaces, and all materials necessary for completing the work.

8.2.15 **Electrical Installation ..... Unit : Sum**

The rate shall cover the cost of supplying and building in of all equipment such as switchboards, conduits, wires, cables, sockets, light fittings, etc., cutting recesses, chases and holes in walls as required and repairing any damaged surfaces after installation, including testing of the installation.

8.2.16 **Miscellaneous ..... Unit : No, Sum or m**

The rate shall cover the cost of all workshop detail drawings, where prescribed, material, plant, tools and labour to complete the scheduled items complete, as detailed, including corrosion protection and/or painting, as specified, and building in.

C3.4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

3.2.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

3.2.2 Unauthorised persons

The Contractor shall keep unauthorised persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the construction site.

3.2.3 Management meetings

Site meetings will be held on a monthly basis at a time and place to be agreed upon.

3.2.4 Daily records

The Contractor shall keep a site diary book, which is to be kept on site at all times. Both the Contractor and the Engineer's Representative on site will sign the site diary every day.

The following to be recorded in the site diary:

(a) daily records of labour and plant return employed on site
(b) the work performed on the site
(c) weather conditions
(d) materials on site
(e) delays

3.2.5 Payment certificates

The full back-up documentation such as measurement sheets signed by both the Contractor and the Engineer to substantiate the claims in payment certificate, shall accompany the payment certificate claim for the Employer to expedite verification and certification.

C3.5: PROJECT SPECIFICATIONS

PART A: AMENDMENTS TO THE STANDARD SPECIFICATIONS

South African National Standard specification data required by SANS 2001 Construction Works standards, without which the specification is incomplete. Specification data listed in PW371 is simplified and generally accepts default values or requirements – consult Annex A of the relevant SANS 2001 standard for the complete list

Units, symbols, meaning of terms NOTE: Data required by SANS materials and product standards, listed in Annex A of each standard as “Notes to Purchasers”, are deemed specification data in both parts of PW371.

The General Conditions of Contract applicable to this contract are the “General Conditions of Contract for Work of Civil Engineering Construction” (2015) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

The terms “Project Specifications” and “work Specifications”, are synonymous.

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

1. In certain clauses, the Standard 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 alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B 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 a new 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 B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

3. The tenderer shall note that the standard SANS 2001 Construction Works specification is based on the SANS 2001/PW371 General Conditions of Contract. References to specific SANS 2001/PW371 General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works” (2015) as amended and the Contract Data. The employer assumes no responsibility for the contractor’s interpretation of which are the correct relevant clauses and the contractor shall be deemed to have indemnify the employer against incorrect interpretation from SANS 2001/PW371 general condition of contract to these general conditions of contract (GCC 2015) applicable to this contract.

SECTION 1100: DEFINITION AND TERMS

Add the following additional clauses:

“B1156 COMMERCIAL SOURCE

An off-site source of materials chosen by the Contractor, other than a designated borrow area, will also be viewed as a commercial source. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

B1157 PROCESS CONTROL

Process control means all testing required to be carried out on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Engineer."

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Delete and replace the words:

"Clause 15 of the general conditions of contract" in the first sentence of the eleventh paragraph with "Clause 5.6 of the General Conditions of Contract for construction works 2015, 3rd edition".

B1204 PROGRAMME OF WORK

A bar chart programme shall be provided showing the various activities and clearly defined critical path. The programme shall be updated monthly in accordance with the progress made by the Contractor and submitted to the Engineer's representative two days before the following site meeting.

In drawing up this programme, the Contractor shall make allowance for the following:

(i) All special non-working days defined in the contract document
(ii) Use of local labour and training requirements
(iii) Accommodation of traffic.

Add the following new subclause:

"(c) General requirements

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of the work completed per activity against the original programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of demand"

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

B1209 PAYMENT

(b) Rates to be inclusive

In the 3rd line, after the word "quantities", *insert* "together with the payment of VAT as a separate item,"

Amend subclause (e) Materials on site by deleting and replacing the words:

"Clause 52 of the general conditions of contract" in the first sentence of the first paragraph with Clause 6.10 of the General Conditions of Contract for construction works 2015, 3rd edition.

Add the following subclause:

"(g) Trade Names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials."

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

"Clause 54 of the general conditions of contract" in the fourth line of the first sentence with Clause 5.14 of the General Conditions of Contract for construction works 2015 third edition.

Add the following paragraph:

"In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor."

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d) (ii):

"This is also required with respect to fences, gates, campsites, bypasses and material spoiled on private property."

Add the following to the last paragraph of subclause (d):
"These written statements, as required in Clause 1214 (b) – (e) shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Replace the first paragraph with the following:
"Extension of time in terms of Clause 42 of the general conditions of contract for construction works 2015 third edition in respect of abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Add the following to Method (ii) (Critical-path Method):
The number of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision ("n"), is given in Table B1215/1. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table B1215/1 will qualify for consideration of extension of time.

TABLE 1215/1: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

Month	Expected number of working days to be lost as a result of normal rainfall
August 2026	3
September 2026	5
October 2026	5
November 2026	7
December 2026	7
January 2027	7
February 2027	7
March 2027	7
April 2027	7
May 2027	5
June 2027	3
TOTAL	63 days

If no abnormal rainfall or other inclement weather period occurs during a specific calendar month(s), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions the days will fall away and will not be considered in extension of time claims which may arise later during the contract period.

During the execution of the works, the Engineer's representative will certify a day lost due to abnormal rainfall and adverse weather conditions if no work was possible on the relevant working day (based on a five day working week) on any item which is on the critical path according to the latest approved construction programme."

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED

Delete and replace the words in the first paragraph:

"Clause 35 of the general conditions of contract" in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2015 third edition.

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

B1229 SABS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 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.

B1230 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

(a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.

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

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

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

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

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

(g) Control of invader species of plants.

(h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item 13.01 but any avoidable non-compliance with these rules may be

considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

B1231 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

(a) The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.

(b) Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contact shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

B1303 PAYMENT

Add the following to Subclause (i):

"The tendered sum for sub item 13.01 (a) also includes full compensation for the complete relocation of the Contractor's camp or temporary road camps from one road or area to another during the course of the contract.

Under this pay item 13.01 he shall also make allowance for the provision of two labourers to assist the Engineer or the Engineer's representative as and when required for checking and measuring the various items of work.

The Contractor must make allowances for the provision and erection of 2 No. Contract Name boards, as per the drawings, in his rate tendered for pay item 13.03."

Add the following after the fourth paragraph:

"Should the combined total tendered for sub items (a), (b), and (c) exceed 18% of the tender sum (excluding contingencies, CPA and VAT), the Tenderer shall state his reasons in writing for tendering in this manner."

Add the following at the end of this pay item:

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 5.12 of the General Conditions of Contract, 3rd edition 2015, shall be calculated as follows:

(i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
(ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 22 working days per month.
(iii) Payment will be made only for items for which the unit of measurement is "month"."

B1302 (d) COMMUNITY LIAISON OFFICER

The Project Steering Committee or the Ward Committee shall appoint a community liaison officer for the duration of this contract. The Contractor shall direct all his liaison efforts with the local community through the appointed officer.

It is not anticipated that the community liaison officer's duties will entail a full day's work, and the Contractor can utilise the community liaison officer to undertake additional duties with the Engineer's approval.

The Community Liaison Officer's duties will include:

(i) to be available on site daily between the hours of 07h00 in the morning until 17h00 in the afternoon;
(ii) to determine, in consultation with the contractor, the needs of local labour in terms of relevant technical training, responsible for the identification of suitable trainees;
(iii) to communicate daily with the Contractor and the Engineer to determine the local labour requirements with regard to the numbers and skills, to identify possible labour disputes and to assist in their resolutions;
(iv) to ensure the timeous availability of suitable local labour after consultation with appropriate structures and the establishment of a "labour desk".
(v) to attend all meetings in which the community and/or labour is present or is required to be represented, in particular attend each monthly/site progress meeting to report on local labour involved and to table relevant issues;
(vi) to assist in the identification and screening of labourers from the community after consultation with local structures in accordance with the contractor's requirements;
(vii) to inform local labour of their conditions of temporary employment and to inform local labourers when their period of employment will be terminated;
(viii) to attend disciplinary proceedings to ensure that hearings are fair and reasonable;
(ix) to ensure that all labourers involved in activities where tasks have been set are fully informed regarding the principle of task work;
(x) to keep a daily written record of his interviews and community liaison activities;
(xi) to compile and maintain labour records as required on a weekly basis;

(xii) all such activities as agreed upon between all parties concerned.

The Community Liaison Officer shall be fluent in Xhosa and English and shall have excellent communicative skills, all to the approval of the Engineer.

Item	Unit
B13.02 a) Community Liaison Officer	**Prov Sum**
b) Handling cost and profits in terms of sub item 13.02 (a)	**%**

A provisional sum is provided for the cost of community liaison, which will include the salary of the Community Liaison Officer for the duration of the contract. The Community Liaison Officer may possibly not be required on a full time basis and this provisional sum will therefore be expended as approved by the Engineer.

The percentage tendered for handling costs and charges shall cover all additional cost for the Contractor over and above the sums paid under sub item (a)."

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS SITE PERSONNEL

B1406 PAYMENT

Add to the following pay items:

"Item	Unit
B14.11 a) Cellphone airtime for the engineer's site personnel	**Prov Sum**
b) Handling cost and profit in terms of sub item B14.11 (a)	**%**

The unit of measure shall be the provision of a total amount of R 100 (five hundred rand) worth of airtime per month by the Contractor to the Engineer's site personnel for the duration of the contract.

The percentage tendered for handling costs and charges shall cover all additional cost for the Contractor over and above the sums paid under sub-item (a)."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be

specifically named in the Plan together with 24 hour contact details. Copies of the plans shall be made available to the Engineer and the Employer.

The accommodation of traffic shall generally be undertaken in the following manner:

(a) Via gravel diversions, where practical in terms of space and the terrain.
(b) By dealing with traffic under construction where no diversions are possible.
(c) By diverting traffic along the existing road where the route is being realigned.

B1502 GENERAL REQUIREMENTS

(b) **Providing Temporary Deviations**

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) **Traffic Safety Officer**

Add to Sub-clause 1502(i) the following:

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

(ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to

Identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

(iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hours a day and he shall be directly answerable to the Contractor's Site Agent. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

(ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.

(x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken-down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) **Public traffic**

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) **Failure to comply with provisions**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.

- In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) **Access to work area**

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) **Extension of time for completion**

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of Clause 1503 with the following:

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Road works, and remove them when no longer required.

It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, road works, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control

devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) **Road signs and barricades**

Add to Sub-clause 1503(b) the following:

The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply with the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) **Channelization devices and barricades**

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sandbags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night-time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - roadwork.

(e) **Warning devices**

Add to Sub-clause 1503(e) the following:

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503:

(g) **Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

All traffic cones and road signs shall be always kept clean and visible. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be

replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) **Safety jackets**

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with three jackets. No separate payment will be made for the jackets.

B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS

Add to Clause 1511 the following:
Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

Amend Clause 1513 as follows:
In the third line of the third paragraph, delete "4 km" *and replace with* "1 km"*.*

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) **Overhaul material**

Add to Sub-clause 1602(a) the following:

Overhaul is not measured separately for payment for materials obtained from commercial sources.

(b) **Overhaul**

Delete Sub-clause 1602(b) and replace with

On this Contract, ordinary overhaul only will apply. Ordinary overhaul shall apply to all overhaul material in respect of haul in excess of 1.0 km. Overhaul shall be measured by the product of the volume of the material hauled, measured as specified, and the overhaul distance as defined in Clause 1602(e) of the standard specifications.

(d) **Free-haul distance**

Delete from the second sentence the words ", except cut and borrow to fill and cut to spoil material where the free haul distance is 0.5 km."

B1603 MEASUREMENT AND PAYMENT

Add to Clause 1603 the following:

Item 16.01 will not apply for this contract and the rates for materials hauled for all distances less than 1km shall be deemed to be included in the tendered rates.

SECTION 1700: CLEARING AND GRUBBING

B1704 MEASUREMENT AND PAYMENT

Item	Unit
17.01 Clearing and grubbing	**hectare (ha)**

Add the following:

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work."

SECTION B1800: DAYWORKS

B1801 SCOPE

This section covers the listing of dayworks items in accordance with the general conditions of contract, for the use of determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

B1802 ORDERING OF DAYWORK

No dayworks shall be undertaken unless written authorization has been obtained from the Engineer. Payment for dayworks without written approval from the Engineer will not be considered.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Personnel	
(a) Unskilled labour	hour (h)
(b) Unskilled labour	hour (h)
(c) Foreman	hour (h)
B18.02 Equipment	
(a) Specify	hour (h)
B18.03 Materials	
a) Procurement of materials	Prov Sum
b) Handling cost and profit in terms of subitem B18.03 (a)	%
B18.04 Transport	**km**

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. The unit of measurement for item B18.03 shall be a provisional sum and item B18.04 for the kilometre of transport provided. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that personnel and/or plant departs until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the schedule of quantities. Prior to the commencement of any work by the labourers described under item B18.01, the Contractor must obtain written consent from the Engineer regarding the classification of all labourers in terms of "unskilled" and "skilled" labourers.

The tendered rates for labour for item B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employers contributions, additional payment for overtime, where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply to vehicles plant and equipment nominated in writing by the Engineer, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in-situ in accordance with sub-clause 2304(e).

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

(e) Cast in-situ kerbs and channels

Add to sub-clause 2304(e) the following:

Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in-situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess over break, undermining or staining shall be repaired by the Contractor at his own expense.

(i) Shrinkage joints for cast in-situ concrete work

Unless otherwise shown on the drawings, cast in-situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Section of channel which has been cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channel shall be rounded with a rounding tool.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) **General**

Add to Clause 3402(a) the following:

The pavement for the road shall be as per the construction drawings and project specifications:

Wearing course 150 mm G5 graded crushed stone from commercial sources.
Selected Subgrade 150 mm G6 natural gravel from the borrow pit.

All layers shall comply with the requirements of Tables 3402/1, 3402/2 of the Standard Specification.

(b) **Compaction Requirements**

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:

Wearing course 95% of modified AASHTO density
Selected Subgrade 95% of modified AASHTO density

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas.

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

SECTION 5600: ROAD SIGNS

B5601 SCOPE

Replace the contents of this clause with the following:

"This section covers the erection of permanent road signs alongside and over the carriageway, at intersections and at locations indicated or directed by the Engineer."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following:

"The Contractor shall ensure that the sign boards supplied from the manufacturers are correct in all aspects."

Add the following new subclauses:

(h) Chromadek Sections

"Chromadek sections shall be assembled in accordance with the details of the standard plans.

Where joints are approved by the Engineer, they shall be constructed in accordance with the details shown on the standard plans and shall be covered on the rear face after assembly with a 20mm wide PVC corrosion protection tape. The PVC tape shall be covered by a 60mm wide self-adhesive aluminum backed strip such as "Bostik Dit-Sit" or approved equivalent, all as indicated on the standard plans.

Retro-reflective material shall be applied to the section as specified for aluminum sections in Clause 5603(d) of the standard specifications, with the following additional equipment:

Where the letters or legends cross the horizontal joints of the sign panels the lettering or legend shall be cut along the joint and trimmed just short of the 3mm radius bend on the section.

(i) Fastening details

All fastening details to join the sign sections, to edge the assembled sign panel and to fasten the completed panel on to the supports shall be constructed in accordance with the details shown on the standard plans."

B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

(a) Drilling of holes
(b) Application of any form of adhesive
(c) Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective materials, and
(d) Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS

(d) Field welding

Replace the content of this clause with the following:

"No field welding shall be allowed during the erection of any road signs"

(e) Time of erection

Replace the content of this clause with the following:

"Road signs shall be erected during and without disrupting the normal free flow of traffic."

B5609 MEASUREMENT AND PAYMENT

Add the following new item:

Item **Unit**

B56.11 Remove existing signs and supports **No**

The unit of measurement shall be the number of each sign type and size of road sign removed.

The tendered rate shall include full compensation for all transport costs, handling, material, labour, supervision and equipment required to:

a) Accommodate traffic to suit the removal of signs
b) Remove the existing sign supports, which must be cut off 200mm below the natural ground level, demolish the concrete footings of existing signs to at least 200mm below natural ground level and restore the site where the road signs have been dismantled
c) Tidy up, clear, trim, dispose of material at an approved spoil site provided by the Contractor, and finish the site around each sign footing.

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8111 TESTS ON PAVEMENTS

B8111 (b) **Straight-Edge Test for Surface Irregularities on Surfaces with a Coarse Surface Texture**

Add to sub-clause 8111(b) the following:

The Contractor shall perform surface irregularity tests on base course by means of a 3, 0 m straight-edge with the necessary wedge as described in Clause 8111 (b) and shall have the straight-edge and wedge on site throughout the production of the base course for the use of himself during process control testing and for the use of the Engineer during acceptance control testing.

B8117 MEASUREMENT AND PAYMENT

Item 81.03 Providing testing equipment

Add the following additional subitem:

Item	Unit
B81.03 (c) Aluminum Straight edge 3 m long plus calibrated wedge	Number (No)

SECTION 8200: QUALITY CONTROL (SCHEME 1)

B8201 SCOPE

Add the following to Clause 8201 of the Specifications:

Quality control shall be carried out in accordance with the requirements of Section 8300: Quality Control (Scheme 1).

B8209 PROCESS CONTROL BY THE CONTRACTOR

Add to Clause 8209 the following:

For this Contract, process or quality control by the Contractor comprises at least the following:

Soil Tests:

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilizing agent contents.

Aggregate tests:

Grading, flakiness index, average least dimension (ALD);

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.

The construction camp should preferably be fenced with a 1.8 m bonnox fence or similar approved.

All materials, equipment, plant and vehicles must be stored within the construction camp.

A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.

- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

DC14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fueling of vehicles must only be carried out at construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
Do not set fires.
Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
Do not drive a construction-related vehicle under the influence of alcohol.
Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
Do not litter along the roadsides, including both the public and private roads.
Do not pollute any water bodies (whether flowing or not).
No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.

- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

C3.5.2. PARTICULAR SPECIFICATIONS

PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 37.2 of the general conditions of contract for construction works (GCC) 2015 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 37 of the General Conditions of Contract 2015 third edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 37.2.4 of the General Conditions of Contract 2015 third edition.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 37.2.3 of the General Conditions of 2015 third edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

D. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

DE. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2015 third edition regarding the submission of Dayworks claims.

C3.5.3 PARTICULAR SPECIFICATIONS

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

CONTENTS

1. SCOPE
2. DEFINITIONS
3. TENDERS
4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK
5. RISK ASSESSMENT
6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS
7. APPOINTMENT OF SAFETY PERSONNEL
8. RECORDS AND REGISTERS
9. CONTRACTOR'S RESPONSIBILITIES
10. MEASUREMENT AND PAYMENT

ANNEXURES:

ANNEXURE 1: CHECKLIST OF SAFETY ASPECTS ON THE SITE OF WORKS
ANNEXURE 2: EXAMPLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OHSA ACT No 85 OF 1993
ANNEXURE 3: PRO FORMA LETTER OF NOTIFICATION IN TERMS OF REGULATION 3 OF THE OHSA CONSTRUCTION REGULATIONS 2003

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Deep excavations in soils requiring shoring or reducing of slopes
- Work with, on or near collapsible materials
- Blasting of hard rock or demolition of concrete
- Potentially harmful gasses when working with bituminous materials
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

(a) **Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2003. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.

(b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) "**Engineer**" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;

(b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

(a) the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;

(b) the use of explosives;

(c) construction work that will exceed 30 days or 300 person-days;

(d) excavation work deeper than 1,0 m, or

(e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

E5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

E.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

(a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;

(b) Fall protection as described in Regulation 8;

(c) Formwork and support work as described in Regulation 10;

(d) Excavation work as described in Regulation 11;

(e) Demolition work as described in Regulation 12;

(f) Scaffolding work as described in Regulation 14;

(g) Suspended platform operations as described in Regulation 15;

(h) Material hoists as described in Regulation 17;

(i) Batch plant operations as described in Regulation 18;

(j) Explosive powered tools as described in Regulation 19;

(k) Cranes as described in Regulation 20;

(l) Construction vehicle and mobile plant inspections on a daily basis by a

(m) Competent person as described in Regulation 21(1);

(n) Control of all temporary electrical installation on the construction site as described in Regulation 22;

(o) Stacking and storage on construction sites as described in Regulation 26; and

(p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

D8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(a) A copy of the OHSA 1993 Construction Regulations 2003;

(b) A copy of this Health and Safety Specification;

(c) A copy of the Contractor's Health and Safety Plan (Regulation 4);

(d) A copy of the Notification of Construction Work (Regulation 3);

(e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

(f) A copy of the risk assessment described in Regulation 7;

(g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

(h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;

(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3) (h));

(j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));

(k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));

(l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));

(m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));

(n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

(o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1) (j)).

D9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract.

In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site.

The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval.

The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993).

Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations*.**

E10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) <u>Safety personnel</u>

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) <u>Records and Registers</u>

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

10.2 MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

B13.03 (d) Health and Safety Obligations

The amount will be paid in monthly instalments only once:-

(i) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.

1. (ii) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.

(iii) The Client has approved the Contractor's Health and Safety Plan.

(iv) The Contractor has set up his Health and Safety File.

ANNEXURE A (to H&S specification)

To: The Provincial Director, Department of Labour ……

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(i) Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

   .....

   (b) Name and telephone number of principal contractor's contact person:

   .....

2. Principal contractor's compensation registration number:

   .....

   .....

3. (a) Name and postal address of client:

   .....

   (b) Name and telephone number of client's contact person or agent:

   .....

4. (a) Name and postal address of designer(s) for the project:

   .....

   (b) Name and telephone number of designer's contact person:

   .....

5. **Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):**

6. **Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):**

7. **Exact physical address of the construction site or site office:**

   .....

8. **Nature of the construction work:**

   .....

9. Expected commencement date: .....
10. Expected completion date:.....

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

    .....

13. Name(s) of contractors already chosen:

    .....

    .....

    .....

…… ……

Principal Contractor ***Date***

…… ……

Client ***Date***

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

SCHEDULE A

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor

16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

SCHEDULE B

OCCUPATIONAL HEALTH AND SAFETY AUDIT SYSTEM

ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	**Subject**	Requirements	**Yes/No**
Construction. Regulation 3	**Notice of carrying out Construction work**	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	**Copy of OH&S Act (Act 85 of 1993)**	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	**Registration with Compens. Insurer**	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	**OH&S Specification & Plan**	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	**Hazard Identification & Risk Assessment**	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	**Assigned duties (Managers)**	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	**Designation of Person Responsible on Site**	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	**Designation of Subordinate Person**	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	**Designation of Occupational Health & Safety Representatives**	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	**Occupational Health & Safety Committee/s**	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	**Agreement with Mandataries (Subcontractors)**	Written agreement with Subcontractors. **List of Subcontractors displayed.** Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 8	**Fall Prevention & Protection**	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	

Section/ Regulation	**Subject**	Requirements	**Yes/No**
Construction. Regulation 8	**Roofwork**	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	**Structures**	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction -anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 14	**Formwork & Support work**	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	**Scaffolding**	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 15	**Suspended Scaffolding**	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person	

Section/ Regulation	**Subject**	Requirements	**Yes/No**
		- after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests logbook kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 11	**Excavations**	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 12	**Demolition Work**	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 17	**Materials Hoist**	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 19	**Explosive Powered Tools**	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 18	**Batch Plants**	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out	

Section/ Regulation	**Subject**	Requirements	**Yes/No**
		Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 13/ Mine Health & Safety Act (29 of 1996)	**Tunnelling**	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 20/ Driven Machinery Regulations 18 & 19	**Cranes & Lifting Machines Equipment**	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Logbook kept for each individual Crane Inspection: - All cranes - daily by operator -Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle (slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	**Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)**	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, lights, and extension leads identified/numbered. Monthly visual inspection by User/Issuer/ Store man. Register kept.	
Construction. Regulation 24 Diving Regulations	**Water Environments**	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection, and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	

Section/ Regulation	**Subject**	Requirements	**Yes/No**
Construction. Regulation 30/ General Safety Regulation 26	**Designation of Stacking & Storage Supervisor.**	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 27	**Designation of a Person to Co-ordinate Emergency Planning And Fire Protection**	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	**First Aid**	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	**Personal Safety Equipment (PSE)**	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	***Inspection & Use of Welding/Flame Cutting Equipment**	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances **(HCS)**	***Control of Storage & Usage of HCS**	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of **HCS** Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation	**Vessels under Pressure (VUP)**	Competent Person/s with specific knowledge and experience designated to supervise the use,	

Section/ Regulation	**Subject**	Requirements	**Yes/No**
36/Vessels under Pressure Regulations		storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	**Construction Vehicles & Earth Moving Equipment**	Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	**Inspection of Ladders**	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	**Ramps**	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept	

ANNEXURE 1:

SAFETY ON THE SITE OF WORKS

The basic day-to-day requirements for safety on the site of works are listed below. Compliance with these aspects does not relieve the Contractor of any of his obligations and responsibilities detailed in Regulations 4 to 28 referred to paragraph 9 of the Safety Specification.

1. Fall protection

(a) All unprotected openings in floors, slabs, hatchways and stairways must be adequately guarded, fenced or barricaded or similar means must be used to safeguard any person from falling through such openings;

(b) Notices must be placed conspicuously at all openings where the possibility exists that a person might fall through such openings;

(c) Where roof work is being performed on a construction site, the contractor shall ensure that:

(1) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

(2) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

(3) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

(4) people working at heights have medical certificates or ensure that there are physically or psychologically fit to work safely in such an environment

2. Formwork and support work

(a) Provision shall be made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;

(b) All employees required to erect, move or dismantle formwork and support work structures must be adequately trained and instructed to perform these operations safely; and

(c) All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;

(d) *I*f, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately

3. Excavation work

The contractor shall:

(a) take suitable and sufficient steps in order to prevent, any person from being buried or trapped by a fall or dislodgement of material in an excavation;

(b) not require or allow any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose of the material to be excavated;

(c) take steps to ensure that the shoring or bracing contemplated in (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;

(d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

(e) provide convenient and safe means of access to every excavation in which persons are required to work and such access shall not be further than 6 m from the point where any worker within the excavation is working;

(f) have every excavation, including all bracing and shoring, inspected:

(1) daily, prior to each shift;

(2) after every blasting operation;

(3) after an unexpected fall of ground;

(4) after substantial damage to supports; and

(5) after rain, by a competent person in order to pronounce the safety of the excavation.

(g) where an excavation is accessible to the public or where the safety of persons may be endangered:

(1) adequately protect the excavation by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and

(2) provide warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;

(h) place warning signs next to an excavation within which persons are working or carrying out inspections or tests.

4. Demolition work

(a) The contractor shall not require or allow any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;

(b) The contractor shall ensure that no material is dropped to any point, falling outside the exterior walls of the structure, unless the area is effectively protected.

(c) Where the risk assessment indicates the presence of asbestos or lead, the contractor shall ensure that all asbestos-related work is conducted in accordance with the Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended, and that all lead-related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

5. Suspended platforms

(a) The contractor shall not use or allow the use of a suspended platform, unless the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;

(b) The contractor shall ensure that each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;

(c) The contractor shall ensure that all employees required to work or to be supported on a suspended platform are physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;

6. Material hoists

(a) The contractor shall not require or allow any person to operate such a hoist, unless the person is competent in the operation thereof.

(b) The contractor shall not require or allow any person to ride on a material hoist.

7. Batch plants

(1) The contractor shall ensure that all persons authorised to operate the batch plant are fully:

(a) aware of all the dangers involved in the operation thereof; and

(b) conversant with the precautionary measures to be taken in the interest of health and safety.

(2) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.

(3) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(4) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(5) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

(a) **placed in an easily accessible position; and**

(b) **constructed in such a manner as to prevent accidental starting.**

(6) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(7) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).

8. Cranes

The Contractor shall ensure that where tower cranes are used, that:

(a) the tower crane operators are competent to carry out the work safely; and

(b) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

9. Construction vehicles and mobile plant

(a) The contractor shall ensure that all construction vehicles and mobile plant: are operated by workers who:

(1) have received appropriate training and been certified competent and been authorised to operate such machinery; and

(2) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;

(b) The Contractor shall furthermore ensure that:

(1) no person rides or be required or allowed to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

(2) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

(3) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

(4) vehicles are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include barriers.

(5) vehicles are inspected on daily basis prior use by a competent person and the findings of such inspection is recorded in a register.

ANNEXURE 2:

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

THIS AGREEMENT made between: .....

(hereinafter referred to as "the Employer") of the one part, herein represented by :

.....

in his capacity as .....

AND: .....

(hereinafter referred to as "the Mandatary") of the other part, herein represented by :

.....

in his capacity as .....

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (*contract No.)* .....

(title) .....

and has accepted a tender by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing from the Engineer, to either:
   (a) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2004 (hereinafter referred to as “the GCC”), as applicable to this Contract, or
   (b) the date of termination of the contract in terms of clause 55 or clause 56 of the GCC.
3. The Mandatory declares himself to be conversant with the following:
   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act:
      (i) Section 8: General duties of employers to their employees;
      (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
      (iii) Section 37: Acts or omissions by employees or mandataries; and

(iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

At ..... for and on behalf of the **EMPLOYER** on this the

.....day of.....…..... 20….

SIGNATURE: .....

CAPACITY: .....

WITNESSES:

SIGNATURES: (1) ..... (2) .....

NAMES: (1) ..... (2) .....

At ..... for and on behalf of the **MANDATORY** on this the

.....day of.…….....20.…

SIGNATURE: .....

CAPACITY: .....

WITNESSES:

SIGNATURES: (1) ..... (2) .....

NAMES: (1) ..... (2) .....

ANNEXURE 3

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND

SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor: .....
   .....
   (b) Name and tel. no of Contractor's contact person: .....
   .....
2. Contractor's compensation registration number: .....
3. (a) Name and postal address of client: .....
   .....
   (b) Name and telephone number of client's contact person or agent: .....
   .....
4. (a) Name and postal address of designer(s) for the project: .....
   .....
   (b) Name and telephone number of designer's contact person: .....
   .....
5. Name and telephone number of Contractor's construction supervisor on site appointed in terms of regulation 6(1): .....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2): .....
7. Exact physical address of the construction site or site office: .....
   .....
8. Nature of the construction work: .....
   .....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....
    .....
    .....

SIGNED BY:

CONTRACTOR:.....……..... DATE:.....

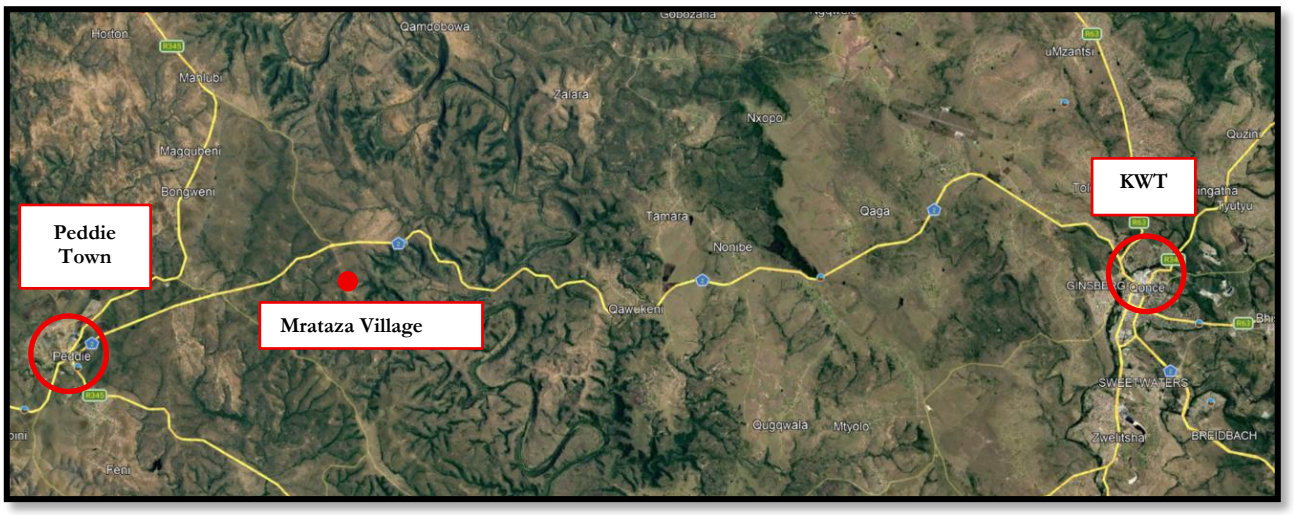
CLIENT:.....…… DATE:.....

SITE INFORMATION

C4. Site Information

LOCALITY PLAN

Mrataza village falls under the town of Peddie. Access to the project site is by means of the National Road (N2), approximately 42 km from King Williams Town or 12 km from the town of Peddie. The project is situated in Ward 03 of the Ngqushwa Local Municipality, within the jurisdiction of Amathole District Municipality, in the Province of the EC. See figure 1 below for the locality map:



Project co-ordinates:

Latitude: 30°36'58.19" S Longitude: 27°9'43.70" E

SCHEDULE OF CONTRACT DOCUMENTS

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The following documents form part of this Contract:

(i) **VOLUME 1**: The General Conditions of Contract of Works of Civil Engineering Construction 3rd Edition, 2015, which the bidder must purchase, which the bidder must purchase at his own cost.

(iii) **VOLUME 2** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.

(iv) **VOLUME 3**: Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. SUBMISSION OF BID – of the above documents, **only VOLUMES 3 are to be submitted**.

DRAWINGS

The reduced drawings that form part of the Tender documents shall be used for Tender purposes only.

The Contractor shall be supplied with three complete sets of unreduced paper plots of the construction drawings. These prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor which the Engineer requires to complete the as-built drawings shall be supplied to the Engineer before a certificate of completion shall be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figures / dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies

ANNEXURE 1

TENDER DRAWINGS