

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**DEVELOPMENT PLANNING****APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB****CONTRACT No.: WMMLM 19/02/26/01 MMH****Bidder**

.....

Total of the prices inclusive of value added tax: R***BID CLOSES AT 06 APRIL 2026***Completed Documents with all Returnables are to be emailed to tenders.scm@mbizana.gov.za***NO LATE SUBMISSION WILL BE CONSIDERED***

Issued by:

Winnie Madikizela Mandela Local Municipality

51 Winnie Madikizela Mandela Street

Bizana

4800

Municipal Manager: Mr. L. Mahlaka

Contact person : Ms. N. Mafumbatha

Telephone : 039 251 0230 During office hours

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

CONTRACT NO: WMMLM 19/02/26/01 MMH

FOR

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB
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C4.1	Drawings	C124	White

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

DOCUMENT CHECKLIST

This document checklist is provided to assist the tenderer.

	ITEMS	CHECKED
1	Returnable Schedules in Section T2.2	☐
2	Correct Tender Offer carried forward to Form of Offer and Acceptance and the Form of Offer duly completed and signed.....	☐
3	Schedule of Quantities:	
	i) Completed in BLACK INK only.....	☐
	ii) Corrections/alterations crossed out and initialed	☐
4	Contract specific data provided by the Contractor	☐

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T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
ADVERT

PROJECT NAME	CONTRACT NUMBER	MINIMUM CIDB REQUIREMNT	CLOSING DATE
Construction of Mpisi Manufacturing Hub	WMM-LM 19/02/26/01 MMH	7GB	06 April 2026 12h00

Bid are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents are available to be downloaded from e-tender portal website on www.etenders.gov.za

Bids should score a minimum point of 70% on the functionality evaluation in order to be considered for further evaluation.

The bids will be evaluated on the **80/20 or 90/10** preferential points system

Failure to submit the following document(s) completed in full will render the bid not responsive:

- A completed original document issued by the municipality
- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 6.2, MBD 6.4, MBD 8 and MBD 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the entity does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of all partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned projects is **100%**
- Latest Financial Statements for 3 years

Advert Date: 06/02/2025

Publication: Local/Provincial Newspaper, Municipal Website, e-tender portal.

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened.

The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. Any unauthorized alterations in BOQ/Quotation to the tender document shall render the submission invalid.

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Mr. B. Hlangabeezo on 071 604 0632, email: hlangabeezo@mbizana.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala on (079) 886 0942, email: khalaz@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

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Points for functionality will be scored on the following:

Functionality Criteria	Points
Company Experience	40
Expertise Proposed Team	30
Plant and Equipment	30
Total	100

Tenderers will be awarded points on the following basis:

Tender Price	80 points
2. HDI – Equity ownership	6 points
3. Youth-Enterprises 14-35 years (MLM)	6 points
4. Women – Equity ownership	4 points
5. Disability – Equity ownership	2 points
6. Rural Enterprises (will be verified by CSD)	2 points
Total	100 points

OBTAINING OF TENDER DOCUMENTS:

Bid Documents will be available and downloadable on e-tender portal on the 06 April 2025

Bidders are warned not to solicit bribes in connection with this bid. The municipality and its employees will never solicit bribes for the exchange of a tender.

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

Letter of Consent

Business Name and Address

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (**Name and Surname of Company Representative/s**) _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: Date:

Name and Surname (Witness)Signature:Date.....

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PART A

INVITATION TO BID – MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

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

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE
EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER
REQUIREMENTS

TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R300 000 inclusive of VAT

OR

QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R300 000 but above R30 000 inclusive of VAT

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No		MILITARY VETERAN		☐ Yes ☐ No

[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

1.1.1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	1.1.1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
1.1.1.3	TOTAL NUMBER OF ITEMS OFFERED		1.1.1.4	TOTAL BID PRICE	R
1.1.1.5	SIGNATURE OF BIDDER		1.1.1.6	DATE	
1.1.1.7	CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB



T1.2 TENDER DATA

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T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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 Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	The Tender Documents consist of the following: (a) This Project Document, which contains the following: PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Transfer of rights PART C2: PRICING DATA

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Clause Number	Data / Wording
	C2.1 Pricing Instructions C2.2 Schedule of Quantities PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Drawings (b) Drawings (Attached under Page C 4.3) (c) General Conditions of Contract for Construction Works – General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015") This document is obtainable separately and Tenderers shall obtain their own copy. (d) The SANS 1200 Standard Specifications for Civil Engineering Construction This document is obtainable separately and Tenderers shall obtain their own copy. (e) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010). This document is obtainable separately and Tenderers shall obtain their own copy. In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour: (i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004.
F.1.4	The Accounting Officer is: Name: Mr. L Mahlaka Tel: (039) 251 0230 E-mail: mahlakal@mbizana.gov.za

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Clause Number	Data / Wording
F.2.1	A Tenderer will not be eligible to submit a tender if: (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, 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 the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. (g) The Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel. Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of 7GB, as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:
F.2.7	The arrangements and venue for the compulsory Clarification Meeting are: Not applicable
F.2.8	Change 'five working days' to 'seven working days. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.2.10	All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.12	The requirements are as described in 'Alternative methods of design to those given in this part of SANS 10163 may be used, provided that they comply with SANS 10160'

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Clause Number	Data / Wording
F.2.13	F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies. F.2.13.5 N/A F.2.13.6 A two-envelope system will <u>not be followed</u>.
F.2.15	The closing time for submission of Tender Offers is: 06 April 2026 Physically submitted and late tenders will not be accepted.
F.2.16	The tender offer validity period is 90 days from the closing time for submission of tenders.
F.2.18	The tenderer must submit to the Employer 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 requirement.
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
F.2.22	This is not applicable.
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
F.3.1	Change 'five working days' to 'seven working days. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.2	Change 'seven days' to 'five working days. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.4	Not Applicable
F.3.5	A two-envelope system will <u>not be followed</u> .
F.3.8	Test for responsiveness

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Clause Number	Data / Wording
	F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: (a) complies with the requirements of these Conditions of Tender, (b) has been properly and fully completed and signed, and (c) is responsive to the other requirements of the tender documents. F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: (d) a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (e) b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or (f) 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.3.13	F.3.13.1 The legal requirements for acceptance of the tender offer are: (g) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> 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. (h) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. (i) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (j) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract. (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

Clause Number	Data / Wording
	amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1) .

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T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
 - a) Returnable Schedules in T2.2.
 - b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.
 - c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
 - d) Pricing Data in C2.2: Schedule of Quantities.

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T2.2 RETURNABLE SCHEDULES

A	CERTIFICATE OF ATTENDANCE (Not Compulsory)	T26
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T27
C	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T28
D	CERTIFICATE OF AUTHORITY.....	T30
E	PLANT AND EQUIPMENT	T35
F	EXPERIENCE OF TENDERER.....	T36
G	PROPOSED SUBCONTRACTORS	T37
H	KEY PERSONNEL	T38
I	DEVIATIONS AND QUALIFICATIONS.....	T41
J	CONTRACTOR'S HEALTH AND SAFETY DECLARATION	T42
K	PREFERENCING SCHEDULE (FOR CONTRACT PARTICIPATION GOALS)	T44
MBD.....	1	
MBD.....	4	
MBD.....	6	
MBD.....	8	
MBD.....	9	
L	TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR.....	T19
M	ETHICS COMMITMENT FOR SUPPLIERS OF THE MATATIELE LM.....	T22

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

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A. CERTIFICATE OF ATTENDANCE (Not Applicable)

This is to certify that (*Tenderer*)

of (*address*).....

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name:

Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name:

Signature:

Capacity:

Date and Time:

Winnie Madikizela Mandela Local Municipality Stamp

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B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

ADDENDUM No.	DATE

Please attach all Addenda to this page

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

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C. 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 of 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 serving or has served within the last 12 months as any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

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 serving or has served within the last 12 months as any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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;

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, 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;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

D.

3. AUTHORITY TO SIGN

- SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am
the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am
submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2 COMPANIES AND CLOSE CORPORATIONS

2.5 If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly

signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.6 In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

We, the undersigned partners in the business trading as _____ hereby

authorize Mr/Ms _____ to sign this bid as well as any contract resulting

from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

E. PLANT AND EQUIPMENT

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

The following are lists of major items of relevant equipment that I / we presently own or lease and will be available for this contract if my / our tender is accepted.

(a) Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:

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DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required.

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

DATE:

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

F. EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

G. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

H. KEY PERSONNEL**1. KEY PERSONNEL - MANAGEMENT**

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the next page.

(The compiler to indicate the designations that will be required for the project)

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

2. KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the “Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB



APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

I. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

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



APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

APPOINTMENT FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

K. PREFERENCING SCHEDULE (DIRECT PREFERENCES)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 1

MBD 4

MBD 6

MBD 8

MBD 9

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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3.9

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between

any other bidder and any persons in the service of the state who

may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers,

principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors

trustees, managers, principle shareholders or stakeholders

in service of the state? YES / NO

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers,

principle shareholders, or stakeholders of this company

have any interest in any other related companies or

business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

4.

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

.....

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

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

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder



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MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes,

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but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**3.2.1. POINTS AWARDED FOR PRICE**

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

MBD

6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on

[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. “**bid**” includes written price quotations, advertised competitive bids or proposals;
- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);

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- 2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, 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.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:.....
 (b) Practice number:
 (c) Telephone and cell number:.....
 (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.

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(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

[illegible]

SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

Summary

[illegible]

**This total must correspond with
Annex C - C 21**

Summary

[illegible]

		Summary

Summary

[illegible]

Summary of payments

[illegible]

& (D52) above		R 0

**This total must correspond with
Annex C - C 23**

**This total must correspond with
Annex C - C 23**

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Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
	(E9) Total local products (Goods, Services and Works)		R 0
Manpower costs	(Tenderer's manpower cost)		R 0
Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0
		(E13) Total local content	R 0
		This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

- (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

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Winnie Madikizela Mandela Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorized to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

Signature	Position	Date

COMMISSIONER OF OATHS

Apply official stamp of authority on this page:

Signed and sworn to before me at _____ on
this _____ day of _____ 20____

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: _____

Address: _____

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EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

SCHEDULE A –

CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE

TENDERER NAME	NATIONAL TREASURY DATABASE REGISTRATION NUMBER

A tenderer who is not registered on the National Treasury Database (CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

TENDERER'S SIGNATURE:

Position: _____

Address: _____

O. Ethics Commitment for Suppliers of the Winnie Madikizela Mandela Local Municipality

In our dealings with the Winnie Madikizela Mandela Local Municipality we commit to uphold high standards of ethics.

Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials. *

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

- We will, through all our dealings, contribute to building a positive ethical culture in the Winnie Madikizela Mandela Local Municipality.

This is our commitment to help build an ethical community.

Name of Company: _____

Name of authorized person: _____

Signature: _____

Date: _____

* If you wish to report unethical conduct you can contact or *If you are aware of any fraud/ corruption within the municipality. These may be reported anonymously, to

The Municipal manager: mahlakal@mbizana.gov.za

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB



TERMS OF REFERENCE

FOR

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

1. BACKGROUND

Winnie Madikizela Mandela local municipality is one of the fastest growing municipalities in the Alfred Nzo District Municipality in the Eastern Cape province. Along with the vast developments taking place in the area, several economic activities have been identified and are in control. These activities include Mining, Construction, Tourism, Agriculture and Installation of huge power plant.

Thus, Winnie Madikizela Mandela Local Municipality is looking for qualified and experience for the **APPOINTMENT OF FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB.**

2. OBJECTIVES

The motivation for the project is social, economic and environmental. The municipality, environment and project communities will benefit economically and socially as follows:

- Improvement in provision of basic services
- Improvement in the living conditions of the beneficiary communities
- Growth in the level of commercial activities by the Community
- Improved access and mobility
- Employment creation during project implementation
- Employment potential due to skills transferred during project implementation.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

3. SCOPE OF WORK WITH CONFORMANCE SPECIFICATION REQUIREMENTS

The scope of work for the Mpisi Manufacturing Hub includes the construction of key facilities and infrastructure, such as:

- Earthwork platform
- Block manufacturing plant
- Administration and worker facilities buildings
- Wet yard and finished product yard (with future expansion provisions)
- Access roadways and parking areas
- Stormwater collection and sewer systems
- Potable water supply infrastructure
- Electrical infrastructure

These components aim to establish a functional and sustainable manufacturing hub, with considerations for future growth.

PS 1.2 General Description of the Works

The works generally comprise of the following:-

Roadworks:-**PS 1.3 Character of Strata on Site:**

The Geo-technical report can be made available on request.

PS 1.4 Site Facilities Available**PS 1.4.1 Camp Site:**

An area shall be allocated to the Contractor for his sole use as agreed between the Engineer and the Local Development Committee.

The site shall be kept clean and tidy, and on completion of the Works, the Contractor shall remove all temporary offices, sheds, fences and shall reinstate the camp site to the satisfaction of the Engineer.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PS 1.4.2 Water and Electricity**

The Contractor will be required to make their own arrangements with the Winnie Madikizela Mandela local municipality for a potable water connection from the existing Ablution facility.

The Contractor will be required to make their own arrangements with the Winnie Madikizela Mandela local municipality for the supply of electricity for construction purposes.

PS 1.5 Site Facilities Required**PS 1.5.1 Facilities for the Engineer.**

A venue within the contractors establishment suitable for holding site meetings is to be provided.

PS 1.6 Accommodation for Employees

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will only be allowed on the Site of the Work upon explicit approval of Local Development Committee.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the Ward Councillor and his Ward Committee in this regard at the commencement of the Contract.

PS 1.6.1 Sanitary Facilities for the Contractor's Staff.

Particular care is to be taken with regard to the positioning of toilet and ablution facilities and disposal of any waste emanating from such facilities to avoid all possibility of pollution.

PS 1.7 Employment of Local Labour and Developing Contractors**a) Local labour:**

It is the intention that this Contract should make the maximum possible use of the local labour force which is at present under-employed.

To this end it will be expected of the Contractor to limit the use of non-local employees to key personnel only and to employ and train local labour on this Contract.

b) Developing Contractors:

Whilst no restrictions are placed on the Tenderer to reserve specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to such individuals and contractors, who are resident in the surrounding areas. The Tenderer will be responsible for all contractual requirements. Listed below are examples of work that can be carried out by local labourers:

- Brickwork
- Plastering
- Excavations

PS 1.8 Protection of Existing Works

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

The Contractor shall take all necessary steps to protect any existing works against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by the, Winnie Madikizela Mandela local municipality, the Contractor will be billed directly by the Winnie Madikizela Mandela local municipality.

PS 1.9 Protection of Excavations

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

PS 1.10 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

PS 1.11 Finishing, Tidying and Period of Maintenance

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 54(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole.

PS 1.12 Security of Contractor's Site

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in Clause 57 of the Conditions of Contract.

PS 1.13 Courtesy

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PS 1.14 Construction Programme**

As soon as practical after the acceptance of his tender, within one week of being given access to the site and before commencing work, the Contractor shall submit, to the engineer for his approval, a programme showing the order in which he proposes to carry out the works and the rate of progress he proposes to maintain on the works. The programme shall also indicate the critical path, any critical dates, which must be met, and also the anticipated cash flow on a monthly basis.

The construction period for this contract will be 16 weeks.

The commencement date of the contract will be the date the Employer gives the Contractor possession of, and the right of access to, the site.

PS 1.15 Testing Facilities

The Contractor shall arrange for process control testing to be undertaken by a laboratory to be approved by the Engineer.

A provisional sum will be allowed for in the schedules to allow for the use of an independent laboratory to effect check tests as detailed by the Engineer.

PS 1.16 Features Requiring Special Attention**PS 1.16.1 Existing Services**

The Contractor shall take all necessary steps to ascertain the exact location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services.

The contractor shall so carry out all his operations such as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, in the vicinity of the works and so as not to interfere in any way at any time with the smooth and continuous operation of the existing facilities.

The contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on site and shall bear the cost of the repair or damage to any service the possible existence of which could reasonably have been ascertained by him in good time. If services or other items are so located that they interfere with the execution of works and require removal and relocation, the Contractor shall advise the Engineer timeously and obtain instructions regarding the action to be taken.

Where the Contractor is responsible for the cost of repairs carried out by the employer the costs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate.

PS 1.17 Source of Material

The contractor shall be responsible for the location and supply of all materials for the works.

PS 1.18 Drawings

Any information in the possession of the contractor which is necessary for the Engineer's Representative to complete his "as built" drawings must be submitted to the Engineer's Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

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PSA : GENERAL**PSA 1 : SCOPE**

Replace subclause 1.1 with the following:

“1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor’s establishment on site.”

PSA 2 : INTERPRETATIONS**PSA 2.3 : Definitions****(a) General**

Add the following definitions:

General Conditions : The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract.

Specified : As specified in the Standardized Specifications, the Drawings or Project Specifications. Specifications shall have the corresponding meaning, as provided for in Sub-sub-Clause 1(1)(u) of the General Conditions of Contract.

(c) Measurement and Payment:

Replace the definitions for fixed charge, time-related and value-related charge, with the following:

“**Fixed charge:** A charge that is not subject to adjustment on account of variation in value of the Contract Amount or the Contract Time of Completion.”

“**Time-related charge:** A charge, the amount of which is varied in accordance with the time for completion of the work, as adjusted in accordance with the provisions of the Contract.”

“**Value-related charge:** A charge, the amount of which is varied pro rata the final value of the measured work executed and valued, in accordance with the provisions of the contract.”

PSA 3 : MATERIALS**PSA 3.3 Ordering of Materials**

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. 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 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 Drawings issued for tendering purposes only, shall be entirely at the Contractor’s risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor for construction purposes.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PSA 5: CONSTRUCTION****PSA 5.9: Site Meetings:**

The contractor will be required to attend site meetings, normally held once a month, to discuss general progress, quality of work, problems, claims, payments, etc.

A technical meeting will be held every fortnight (every two weeks) at the initial stage of the contract.

PSA 5.10: Dayworks:**PSA 5.10.1 Scope**

Daywork is to be understood to be work and/or material, the provision of which cannot, in terms of the Contract be measured in the normal items of the Schedule of Quantities and has to be measured in terms of time and cost.

PSA 5.10.2 Payment

Payment for work on a daywork basis will only be made if :-

- a) It is agreed by the Engineer to be outside the specified scope of a measured item in the Contract.
- b) It is carried out in response to a written instruction by the Engineer.
- c) The records of plant, labour and material are submitted daily for the consideration of the Engineer and duly approved.

The rates tendered in the Daywork Schedule shall be taken to be the full inclusive rates at which the scheduled services are available, including the use of small tools, maintenance and repair of all equipment together with all overheads and profits.

PSA 6: TOLERANCE

Add the following sub-clause

PSA 6.4: General:

"No guarantee is given that the full specified tolerances will be achievable independently of each other and the Contractor is cautioned in regard to the fact that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the works.

Except where the contrary is specified, or when clearly not applicable, all quantities shall for the purposes of measurement and payment be determined from the "authorised" dimensions. This shall be taken to mean the dimensions as specified or shown on the drawings or, if changed, as finally instructed by the Engineer, without any allowance for the tolerance specified. Save as hereunder specified to the contrary, all measurements for determining quantities for purposes of payment will be based on the "authorised" dimensions.

If the work is therefore constructed in compliance with the "authorised" dimensions plus or minus any tolerances allowed, quantities will be based on the "authorised" dimensions regardless of the actual dimensions to which the work has been constructed.

Where the work is not constructed in accordance with the "authorised" dimensions plus or minus any tolerances allowed, the Engineer may nevertheless, on his sole discretion accept the work for payment. In such cases, no payment shall be made in respect of quantities of work or materials in excess if those calculated from the

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

“authorised” dimensions and where the actual dimensions are less than the “authorised” dimensions minus an tolerance allowed, the quantities for payment shall be based on actual dimensions as constructed.”

PSA : 7 TESTING**PSA 7.1.1: Checking:**

Add the following:

“The Contractor shall be responsible for all control testing required on the project and costs thereof will be deemed to be included in the tendered rates. This clause covers any additional or control testing as may be required by the Engineer. Any such additional testing shall be undertaken by a nominated independent person /laboratory.”

PSA 7.2: Approved Laboratories

Add the following:

“The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory.”

PSA 8: MEASUREMENT AND PAYMENT**PSA 8.1.2: Preliminary and General Item or Section:**

Replace the contents of this sub-clause with the following:

“The Contractor=s tendered sums under Items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the General Conditions of Contract and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- Head Office, site overheads, supervision, profit and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on site for the Contractor=s personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sanitation and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of the facilities and the cleaning-up of the camp site on completion of the Works.
- Providing facilities for the Engineer and his staff as specified in SABS 1200 AN (if applicable) and these Project Specifications.”

PSA 8.2.1 Fixed-charge and Value-related Items:

Replace the contents of this sub-clause with the following:

“Payment of fixed charges in respect of Item PSA 8.3.1 will be made as follows:

Eighty percent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty percent (20%) will be paid once the Works have been completed, the facilities removed, and the camp site cleared and cleaned.

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Payment for the sums tendered under Item PSA 8.3.2 (establishment of facilities on site) will be made in three separate instalments as follows:

- (a) The first instalment which is 40% of the sum tendered, will be paid when the Contractor has met his obligations to date under the this Specification, the General Conditions of Contract and the Special Conditions of Contract and where the value of the Works certified for payment, excluding materials on site and any payments under Preliminary and General Items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention monies, but excluding the second instalment referred to herein, exceeds 50% of the tendered sum.
- (c) The final payment, which is 20% of the sum, will be made when the Works have been certified as completed and the Contractor has fulfilled his obligations to date under this Specification, the General Conditions and the Special Conditions of Contract.
- (d) Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under Item PSA 8.3.2 will be adjusted pro rata up or down and this adjustment shall be applied to the third instalment. No adjustment will apply to Item PSA 8.3.1 in respect of variations in the value of work done or the time for completion finally authorised."

PSA 8.2.2: Time-related Items:

Replace the contents of this sub-clause with the following:

"Subject to the provisions of 8.2.3 and 8.2.4, payment under Item PSA 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Should the Engineer grant an extension of the time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

Payments for such increased amounts will be taken to be full compensation for all additional time-related Preliminary and General Costs that result from the circumstances pertaining to extension of time granted, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole."

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PSA 8.3: Scheduled Fixed-charge and Value-related Items:

Replace the items with the following:

PSA 8.3.1: Fixed Preliminary and General Charges.

Unit : su

"The sums tendered shall include full compensation for all fixed preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in PSA 8.2.1

PSA 8.3.2: Value-related Preliminary and General Charges.

Unit : sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in PSA 8.2.1."

PSA 8.4: Scheduled Time-related Items:

Replace the items with the following

PSA 8.4.1: Time-related Preliminary and General Charges.

Unit : sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in PSA 8.2.2."

PSA 8.8: Temporary Works

NB: The Contractor's obligation under this section shall not be measured and paid for directly (except as hereinafter provided for) and compensation for the work involved in complying with these obligations will be deemed to be covered by the rates and amounts tendered for the various items of work included under the contract.

PSA 8.8.2: Accommodation of Traffic

Unit : Lump sum

Add the following to 8.8.2

"The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required for the guarding and protection of the Works as well as all other costs to accommodate the traffic during construction,"

PROJECT SPECIFICATION: SABS 1200 GA : CONCRETE (SMALL WORKS)**PSGA.1 GENERAL**

The requirements of SABS 1200 GA : CONCRETE (SMALL WORKS) shall apply subject to the modifications, additions and deletions listed below.

PSGA.2 CLAUSE 3.2.1 CEMENT APPLICABLE SPECIFICATIONS

No cement other than ordinary Portland Cement or Portland Cement 15 shall be used.

PSGA.3 CLAUSE 3.3.3 STORAGE OF CEMENT

Cement shall not be kept in storage longer than 10 weeks inland.

PSGA.4 CLAUSE 3.4.1 AGGREGATES APPLICABLE SPECIFICATIONS

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(If local aggregates or beach sands, etc., not complying with SABS 1083 are to be permitted, refer to SABS 0120 : Section G : Part 2 clause 3.2.2.2 : Part 3 clause 1.1.2 : Part 5 clause 3.1.4).

The Contractor shall take particular care to ensure that his supplier only provides sand confirming to SABS 1083.

PSGA.5 CLAUSE 3.4.2 USE OF PLUMS

The use of plus shall not be permitted.

PSGA.6 CLAUSE 3.4.3 STORAGE OF AGGREGATES

Aggregates of different sizes shall be kept separate at all times, and all aggregates shall be stored such that contamination by the ground is prevented.

PSGA.7 CLAUSE 4.4.2 FORMWORK FINISH

(Schedule here but preferably on the drawings, what parts of the structure are rough finish and what parts smooth).

PSG.8 CLAUSE 6.2.3 REMOVAL OF FORMWORK

For ordinary Portland cement of for PC 15, formwork shall not be removed for the appropriate minimum time, given in 24-hour days, after pouring the concrete. Cases not stated below shall be given in SABS 1200 GA.

Structural member or type of formwork	Weather	
	Hot or Normal	Cold
Mass concrete, walls, beam sides and columns	0,75	1,5
Slabs with props left under	4	7
Beam soffits with props left under and ribs of a ribbed floor	7	12
Slab props including cantilevers	10	17
Beam props including cantilevers	14	21

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Grade	Cement Sacks (No.)		Aggregate by Volume (m ³)		Max Agg Size (mm)	Nett Water/Cement Ratio	Minimum 28 Day Cube Compressive Strength (MPa)
			Fine	Coarse			
A	1		0,7	0,11	22,0	0,42	30
B	1		0,08	0,12	22,0	0,46	25
C	1		0,10	0,13	22,0	0,52	20
D	1		0,13	0,16	22,0	0,60	15
E	1		0,17	0,24	37,5	0,70	10

PSGA.9 CLAUSE 5.3 HOLES, CHASES, CONDUITS ETC.

No holes, chases, fixing blocks, pipes or conduits that are not in accordance with the drawings shall be made or inserted without the prior approval of the Engineer.

PSGA.10 CLAUSE 5.4.1.4 PRESCRIBED MIX CONCRETE

Where called for on the drawings, prescribed mix concrete shall be in accordance with the following table, in which it is assumed that :

- the volume of a sack of cement (50kg) is 0,033m³.
- the fine aggregates contain 5% moisture and bulk in volume 22,5%.
- the water/cement ratio is by mass, thus the number of litres/50kg sack is 50 times the ratio, and is the extra water to be added.

If the fine aggregate it is intended to use is deficient in fine particle sizes, then it shall be blended with a fine sand in the ratio 67% : 33% coarse : fine sand, to give the total fine aggregate quantity stated.

PSGA.11 CLAUSE 5.4.1.5 STRENGTH CONCRETE

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Before the start of any concrete work, the Contractor shall supply the Engineer with samples of materials to be used if so called for and with written evidence that the mix designs proposed are satisfactory. Not less than 290kg of cement per m³ of finished concrete shall be used in grade 25/- and 30/- concrete.

Grade	Minimum 28 Day Cube Compressive Strength (MPa)	Maximum Nominal Size of Coarse Aggregate (mm)
30/22	30	22,0
30/19		19,0
30/13		13,2
25/26	25	26,5
25/22		22,0
25/19		19,0
25/13		13,2
20	20	Contractor's choice put 37,5 maximum unless otherwise specified
15	15	
10	10	

(For concrete subject to sulphate attack, refer SABS 0120 : Section G : Part 3 : clause 1.3.3 and 2.1.1.2).

PSGA.12 CLAUSE 5.4.1.6 READY-MIXED CONCRETE

Ready mixed concrete may be used provided that :

- the prior approval of the Engineer is given.
- the supplier remains a Sub-Contractor to the Contractor.
- the supplier conforms in every respect to this specification.
- the Contractor himself still independently carries out all such testing as would have been undertaken had a ready-mixed concrete supplier not been employed.

PSGA.13 CLAUSE 5.4.7 CURING AND PROTECTION

If curing compounds are used, they shall be white pigmented membrane types, complying with the appropriate requirements of ASTM C309. Such membranes shall not be applied to the surface of any construction joint not to any surface to later receive an applied finish.

PSGA.14 CLAUSE 5.4.8.2 CONCRETE SURFACES

(Specify here but preferably on the drawings, which concrete surfaces are to receive wood-floated, steel-floated, power-floated or special surface finishes and which surfaces are to be finished to other than Degree of Accuracy II).

PSGA.15 CLAUSE 5.4.8.3 UNIFORMED CONCRETE SURFACES**1. Wood-floated finish**

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The surface shall first be given a finish as specified in clause 5.5.10.1 of SABS 1200 G and, after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

2. Steel-floated finish

The surface shall be treated as specified in (.1) above except that, then the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked into the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks. Sprinkling of cement and/or sand on to the surface to absorb moisture shall not be permitted.

3. Power-floated finish

The surface shall be treated as specified in (.1) above, except that the screeded surface shall be power-floated to produce a high quality dense, smooth, uniform surface free from trowel marks. Sprinkling of cement and/or sand on to the surface to absorb moisture shall not be permitted.

4. Special surface finish

(Describe requirements of special surface finish and change clause title to suit. Specify also if sample panels are required).

PSGA.16 CLAUSE 6 TOLERANCES

(Specify here but preferably on the drawings, those structural elements or surfaces where Degree of Accuracy I is required).

PSGA.17 CLAUSE 7.1.2 FREQUENCY OF SAMPLING

For each grade of concrete, one set of samples shall be taken from each 5m³ of concrete placed in small members such as columns and isolated beams, and from each 20m³ of other concrete, subject to at least one set being taken in any week in which that grade of concrete is placed.

PSGA.18 CLAUSE 7.2.2 LABORATORY TESTING

The Contractor shall instruct the testing laboratory to forward a copy of the latest calibration certificate for the cube crushing machine, and a copy of all cube test results, to the Engineer. The test results shall be forwarded immediately after the test has been conducted, and shall specify the location of the concrete from which the sample was taken.

PSGA.19 CLAUSE 8 MEASUREMENT AND PAYMENT

This clause is omitted, and payment will be made in accordance with the provisions of the Contract documents.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PSC : SITE CLEARANCE****(Applicable to SABS 1200 C)****PSC 1 SCOPE**

Replace the first sentence of Sub-Clause with:

"This specification covers the work required for the general clearing of a site. It covers the removal of vegetation and boulders of size up to 0.15m³. It also covers the removal of surface obstructions, and the demolition and removal of structures (including their basements, if any) not directly associated with or incidental to any excavation.

PSC 3 MATERIALS**PSC 3.1 Disposal of Material**

Replace the second paragraph with:

"Tree trunks and branches of girth more than 0.15m but less than 0.5m shall be stripped of secondary branches, sawn into sections that are easily handled by two labourers and disposed of as directed.

Before commencing with the removal of trees with girth more than 0.5m, the Contractor shall determine whether the trees are of any commercial value to the Employer. If the trees are of no commercial value to the Employer, the Contractor shall commence as for trees with girth less than 0.5m.

All tree trunks and branches of trees with girth greater than 0.5m, that are of commercial value to the Employer shall be stripped of secondary branches, sawn into transportable lengths and stacked at designated sites. Such timber shall not be used by the Contractor for any purpose, and shall remain the property of the Employer."

PSC 5 CONSTRUCTION**PSC 5.1 Areas to be Cleared and Grubbed**

The Contractor shall obtain specific instructions from the Engineer before commencing cleaning operations and in the event of no instructions having been given before cleaning starts, no payment will be made for cleaning.

PSC 5.3 Clearing

Replace Sub-Clause (c) with:

c) "the removal of structures that encroach upon or may otherwise obstruct other work on the site that can be broken down by sledgehammer or can be cleared by means of a bulldozer of mass approximately 20 tonne and flywheel power approximately 130 kw (structures that cannot be so cleared shall be broken down in accordance with the requirements of 5.8 or the requirements for the removal and disposal of structures given in the project specifications);"

Replace Sub-Clause (d) with:

d) "the removal of all rocks and boulders of size up to 0.026m³ (approximately 80kg) that are lying on the surface to be cleared or exposed during the clearing operation;"

PSC 5.6 CONSERVATION OF TOPSOIL

The Contractor will be required to conserve topsoil during cleaning of the site on this project.

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PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 Scheduled Items

PSC 8.2.1 Clear and grub

Replace the second paragraph of the item's description with:

"The rate shall cover the cost of clearing the surface and shall include the following as applicable;

removing boulders of size up to 0.15m³, grubbing of trees and tree stumps (except large trees and stumps as specified in 8.2.2 below);

backfilling of cavities left by the removal of the tree stumps;

demolishing structures (except where otherwise provided for in the project specification)'

removing, transporting (except where 8.2.9 is applicable), and disposing of material thus cleared, grubbed cut, and demolished.

Boulders over 0.15m³ will be dealt with as excavation in terms of the items scheduled for excavation in Clause 8 of the appropriate SABS 1 200 specification covering the particular excavation action.

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PSDA : EARTHWORKS (Small Works)

(Applicable to SABS 1200 DA)

PSDA 2 INTERPRETATIONS

PSDA 2.3 Definitions

Delete the sentence headed "Restricted excavation" and substitute the following :

"Restricted excavation - An excavation so restricted in area or width as to preclude removal of material by excavating machinery used for bulk excavation measured in terms of Sub-Clause 8.3.1(b). Restricted excavation may be carried out by smaller machinery or by hand, as selected by the Contractor.

Replace the definition "Borrow" with the following:

"Borrow material: Material, other than material obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorized widening of excavations. 'Borrow' shall have a corresponding meaning."

Add the following definitions:

"Fill: An embankment or terrace constructed from material obtained from excavations or borrow. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace.

Roadbed: The natural in-situ material on which the fill, or in the absence of fill, any pavement layers, are to be constructed."

PSDA 3 MATERIALS

PSDA 3.1 Classification for Excavation Purposes

PSDA 3.1.1 Method of classifying

Add the following:

"Classification of material other than 'soft excavation' shall be agreed upon before excavation may be commenced.

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."

PSDA 3.2 Embankments and Backfill

PSDA 3.2.3 Material Suitable for Replacing Overbreak in Excavations for Foundations (New Sub-Clause)

Material for replacing overbreak shall comply to the requirements of 3.2.1 and shall be compacted to 93 percent of modified AASHTO maximum density.

PSDA 3.3 Materials for grassing (New Sub-Clause)

PSDA 3.3.1 Fertiliser/soil improvement material (New Sub-Clause)

The type of fertiliser/ soil improvement material to be used shall be one or more of the following types and any other type of fertiliser/soil improvement material specified in the project specifications or prescribed by the Engineer.

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- (i) Soil-improvement materials such as dolomitic lime, basic slag, gypsum, superphosphate and agricultural lime.
- (ii) Fertilisers such as limestone ammonium nitrate, 2:3:2 (22) and 3:2:1(25)

PSDA 3.3.2 Grass cuttings (New Sub-Clause)

Grass cuttings shall be fresh cuttings of an approved type of grass with sufficient root material to ensure good growth.

PSDA 3.3.3 Grass sods (New Sub-Clause)

Grass sods shall be either nursery-grown as described below. The sods shall be harvested, delivered, planted, and watered within 36 hours unless otherwise authorised by the Engineer. The grass shall be free from noxious weeds and diseases. The sods shall be in moist soil not less than 30mm deep, and grass taken from the veld in moist soil not less than 50mm deep. The sods shall be of kikuyu grass, unless the use of an alternative has been approved by the Engineer. The grass shall have been grown specifically for sod purposes, mown regularly and cared for to provide an approved uniformity to the satisfaction of the Engineer. It shall be harvested by special machines manufactured for this purpose to ensure an even depth of cut with sufficient root material and soil.

PSDA 3.3.4 Topsoil (New Sub-Clause)

Topsoil shall be free from deleterious matter such as large roots, stones, refuse, stiff or heavy clays and seeds of noxious weeds, which will adversely affect its suitability for grass being planted.

Topsoil shall be taken from not deeper than 200mm from the surface.

PSDA 5 CONSTRUCTION**PSDA 5.1.1.1 Barricading and Lighting (Sub-Clause 5.1.1.1)**

Delete the Sub-Clause and substitute the following :

"Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered shall be;

for excavation other than trenches :

- (a) adequately protected by a barrier or fence at least one metre high and as close to the excavation as is practicable; and
- (b) provided with amber warning lights or any other visible boundary indicators at night or when visibility conditions are poor.
- (c) inspected by watchmen employed by the Contractor to ensure that barricades and lights are effective at all times.

for trench excavations :

- (a) adequately protected by means of at least two horizontal double sided 'red/white' Chevron Tapes as supplied by Stromberg Safety Equipment Company or an equivalent approved by the Engineer. The tapes shall be stretched tightly between suitable supports along both sides and ends of the excavation at approximately 0,45 m and 1,25 m above the ground. The supports shall consist of poles or iron standards securely planted in solid ground so as to enclose the spoil and the excavations and shall be at not more than 10 m centres.
- (b) provided with red warning lights or any other visible boundary indicators at night or when visibility conditions are poor.

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c) provided with a sufficient number of steel plates at least 2m x 1,20m x 8mm thick which may be laid across open excavated trenches to provide bridges for vehicles along the route of the work as and where may be considered necessary by the Engineer. Such plates shall be made available on Site at all times by the Contractor.

(d) provided with protection for a private vehicular or a pedestrian crossing over an open trench. Such crossings shall be protected on each side by a stout two rail timber fence, at least 1m high, consisting of 150mm x 75mm deal verticals set 0,50m into the ground, with 75mm x 50mm rails securely nailed to them. Where deals or boards are used as bridges, they must be battened under-neath to prevent tipping. At least 4 lamps must be provided at each crossing. The spacing between lamps along an open trench shall be not greater than 10 metres. All lamps shall be kept in good order and shall be continuously lit from dusk to dawn and the Contractor shall employ a night watchman to ensure that the lamps remain lit.

(e) provided with warning barriers in addition to the barricading and light requirements set out above, where construction is in, or across, public roads. The barriers shall comprise 225mm x 40mm timbers firmly fixed to heavy supports. The barriers shall be located at least 20m distance from the obstruction in the direction of traffic approaching from all sides

(f) regularly inspected by a watchman employed by the Contractor to ensure that barricades, bridges, warning barriers and lights are effective at all times.

PSDA 5.1.1.2 Safeguarding of Excavations

a) Substitute this clause with the following:

"The Contractor or his agent or representative appointed in writing by the Contractor shall be deemed to be the 'employer' as defined in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as published in the Government Gazette _ 15 117 Volume 4",

PSDA 5.2 Methods and Procedures**PSDA 5.2.2 Excavation**

Add to b):

"Where outside shuttering is ordered by the Engineer, excavation of not more than 600mm over the outside dimensions of the structure shall be deemed necessary for the fixing of outside formwork. This extra excavation and refilling, up to 600mm wide, where necessary is to be measured and paid for under quantities allowed for this purpose in the Schedule. Outside shuttering shall be used for the construction of all major structures unless ordered otherwise by the Engineer."

Delete the first sentence of c) and replace with:

"Each excavated surface on which or against which a permanent concrete structure will be placed shall be trimmed to ensure that there is no projection greater than 20mm into the excavated profile."

Add to g):

"The Contractor shall not spoil, waste or stockpile excavated material without approval."

PSDA 5.2.3.3 Backfill of Unavoidable Over-Excavation in Boulder Formation (New Sub-Clause).

Add new Sub-Clause:

"Upon completion of an excavation in boulder formation, the excavation is to be backfilled, in part or 'in toto' as instructed by the Engineer, with approved material obtained from other excavations

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or from borrow pits or with selected sandy material stabilised with 12 percent (by volume) of cement and compacted with mechanical tampers in accordance with the requirements of Sub-Clause 5.2.3.2 so as to achieve a 95 percent AASHTO density at OMC before being re-excavated to lines and levels shown on the drawings."

PSDA 5.2.5.3 Grass or other vegetation

Replace the sub-clause with:

"Before the Contractor proceeds with grassing or planting other vegetation as scheduled, he shall, without additional compensation, have the top 150mm of the prepared surface tested to determine the quantity and type of fertiliser which will be required for establishing proper growth conditions for the grass or vegetation. Only after approval by the Engineer of the nature and quantity of the fertiliser, may the Contractor proceed with the application thereof. the fertiliser shall be evenly applied over all the surfaces where grass or other vegetation is to be planted.

Grassing shall take place before crustification takes place on the prepared surface. In the case of crustification, the Contractor shall, at his own cost, scarify the topsoil and prepare the surface again as specified.

The method of establishing grass shall depend on the circumstances relating to each case, and the Engineer shall decide which method is to be used.

(i) The areas to be grassed shall, unless already wet, be thoroughly watered before the cuttings are planted to ensure that the soil will be uniformly wet to a depth of at least 100mm when the planting is done.

Kikuyu grass cuttings shall be evenly planted by hand at a rate of at least 70 grain bags of cuttings per hectare. Fresh cuttings only shall be used and any cuttings allowed to be dried out shall not be planted. Immediately after being planted, the grass cuttings shall be given copious watering, and, when sufficiently dry, shall be rolled with a light agricultural roller.

(ii) Sodding

Areas to be sodded shall be thoroughly watered beforehand so that it will be wet to a depth of at least 100mm during sodding. The surface shall be roughened slightly to ensure a good penetration of roots into the soil. Sods shall be protected against drying out and kept moist from the time of harvesting until they are finally placed.

The first row of sods shall, where possible, be laid in a straight line, and if on a slope, laying the sods shall start at the bottom of the slope. The sods shall be butted tightly against each other, and care shall be taken not to stretch or overlap the sods. Where a good fit cannot be obtained, any intervening spaces shall be filled with topsoil. The next row shall be similarly placed tightly against the bottom row with staggered joints, and so on until the entire area has been covered with sods. On steep slopes, when instructed by the Engineer, the sods shall be held in position by a sufficient number of 20mm thick wooden stakes, approximately 300mm long.

The Contractor shall water the sods directly after they have been placed to prevent undue drying out. As sodding is completed, each section shall be lightly rolled and thoroughly watered.

(iii) Maintenance

The Contractor shall be required to maintain the grassed areas for two months after grassing or sodding took place. Any grass that fails to grow shall be replaced by the Contractor, at his own expense, with fresh grass until satisfactory growth is achieved.

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PSDB : EARTHWORKS (PIPE TRENCHES)**(Applicable to SABS 1200 DB)****PSDB 3 MATERIALS****PSDB 3.6 Materials for Reinstatement of Roads and paved Areas****PSDB 3.6.1 Materials For Reinstatement Of Roads And Paved Areas**

Delete the Sub-Clauses 3.6.1 and 3.6.2 and substitute :

"Material used in the reinstatement of roadways shall fall into either of the following categories :

- (a) Foundation material recovered from the excavation of trenches across existing roadways which, if so instructed by the Engineer, shall be set aside and re-used as subbase material.
- (b) New material which shall conform to the requirements of :
 - i) Clause 3.2.1 of SABS 1200 ME for the Subbase
 - ii) Clauses 3.2 and 3.3 of SABS 1200 MF for the Basecourse

PSDB 5 CONSTRUCTION**PSDB 5.1.2.3 Sloping ground**

Add to the sub-clause :-

"In the event of the Contractor having to use excavating plant where the slope of the terrain across the line of a proposed trench or the surface of the terrain through which a trench is to be excavated is such that, in the opinion of the Contractor, preparation of a suitable working platform, additional to that obtained by site clearing activity, is required, the Contractor shall, before commencing with site clearance for trenches, inform the Engineer where, in the Contractor's opinion, additional preparation of a working platform will be required.

The Engineer will then assess the necessity thereof and only on confirmation from the Engineer that additional preparation for a working platform is required, shall the Contractor proceed with the preparation of such a platform to the minimum requirements that would suit the Contractor's trenching equipment. It shall be understood that the Contractor may prepare a working platform without informing the Engineer, but shall do so at cost to the Contractor. An item has been included in the Schedule of Quantities for the preparation of such a working platform where agreed to by the Engineer."

PSDB 5.2 Minimum Base Widths

Add to the Sub-Clause :

"Trench sides shall be as near vertical as possible in order to minimise the quantity of backfill material and to avoid possible difficulties where pipelines have to be installed parallel to existing services, fences, hedges, etc."

PSDB 5.4 Excavation

Add to the end of the Sub-Clause :

"Where the pipe trench crosses surfaced roads, the Contractor shall neatly cut two parallel grooves into and through the "black top" before excavating between the grooves. The cost of this operation will be held to be covered in the general rates for excavation.

Should any portion of a pipe trench exceed the specified depth, the Contractor will be held responsible for any additional costs which may arise as a result of such over-excavation. Concrete filling or imported compacted backfill may be ordered by the Engineer in order to obtain the correct levels for the trench bottom."

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PSDB 5.5 Trench Bottom**

Add to the second paragraph:

"Where the bottom of the trench is in water logged conditions, the Engineer may instruct the Contractor to lay a 200mm thick layer of 20mm graded stone under the pipes

(See PSLB 3.2.3)."

PSDB 5.6 Backfilling**PSDB 5.6.1 General**

Add:

"Notwithstanding the requirements of Sub-Clauses 5.6.1 and 5.6.6, no pipe joint or pipe fitting shall be covered by either the blanket fill or the main fill prior to the successful completion of the visual inspection and the pressure testing of the relevant section of the pipeline."

PSDB 5.6.3 Disposal of Soft Excavation Material

Replace the Sub-Clause with:

"Soft excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement by the pipe and importation, shall be disposed of along the trench servitude, at designated spoil areas or approved spoil areas furnished by the Contractor, as applicable. The requirements of SABS 1 200DA shall apply to overhaul and to freehaul."

PSDB 5.7.2 Areas Subject to Traffic Loads

Add to the Sub-Clause :

"for an extent of 1 m on either side of the carriageway at each crossing."

PSLB : BEDDING (PIPES)

(Applicable to SABS 1200 LB)

PSLB 3 MATERIALS**PSLB 3.3 Bedding**

Add to the Sub-Clause :

The bedding for all rigid pipes laid under this Contract shall be of Class A , B or C as applicable and scheduled except that joint holes (pockets) shall be provided in the bedding, at each pipe joint and coupling. No sharp-edged stones shall be allowed to come into contact with either the pipes or the couplings (joints). No extra payment will be made for forming joint holes (pockets).

PSLB 3.4 Selection**PSLB 3.4.1 Suitable Material available from Trench Excavation**

Delete the Sub-Clause and substitute the following:

The excavation of a pipe trench shall comply with the requirements of Sub-Clause 5.4 of SABS 1200 DB, and the provisions of Sub-Clause 3.7 of SABS 1200 DB (in terms of which, for the purposes of providing bedding materials, the Contractor is not required to use selective methods of excavating) shall apply. Nevertheless the Contractor shall take every reasonable precaution to avoid burying or contaminating material that is suitable and is required for bedding or covering the pipeline. If, in the opinion of the Engineer, bedding material can be produced from the

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excavated material, the Contractor if so ordered by the Engineer, shall screen or otherwise treat the excavated material in order to produce material suitable for bedding (See also Sub-Clause 8.1.2.)

PSLB 5 CONSTRUCTION**PSLB 5.1 General****PSLB 5.1.1 Trench****PSLB 5.1.1.1 Width**

Replace the Sub-Clause with:

"The Contractor shall so excavate each trench that the width conforms to the requirements of Sub-Clause 5.2 of SABS 1200 DB and its project specification.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PSLB 5.1.4 Compacting**

When sand is used for the bedding of pipes and for backfilling over pipes the degree of compaction attained shall be 100% of modified AASHTO density.

PSLB 5.4 Concrete Casing to Pipes

Add to the Sub-Clause :

"Where concrete casing is ordered by the Engineer it is to be of 20/19 grade concrete with a minimum thickness of 150mm above the top of the pipe".

PSLB 8 MEASUREMENT AND PAYMENT**PSLB 8.1.3 Volume of Bedding Materials**

Add to the Sub-Clause :

- (c) The volume of bedding material shall be measured nett i.e. the volume of the pipe is to be deducted".

PSLB 8.2 Scheduled Item**PSLB 8.2.1 Provisions of Bedding from Trench Excavation**

"(i) Without the need for screening or other treatment:

(a)	Selected granular material	Unit : m ³
-----	----------------------------	-----------------------

(b)	Selected fill material	Unit : m ³
-----	------------------------	-----------------------

The tendered rates shall cover the cost of acquiring, from any point along the trench excavation as may be selected by the Engineer, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material .

(ii) Including for screening and/or other treatment:

(a)	Selected granular material	Unit : m ³
-----	----------------------------	-----------------------

(b)	Selected fill material	Unit : m ³
-----	------------------------	-----------------------

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The tendered rates shall cover the cost of screening or otherwise treating excavated material, at any point along the trench excavation as may be selected by the Engineer, in order to produce bedding that complies with the relevant specification, delivering it to points alongside the trench, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displaced material.

NOTE : The tendered rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline".

PSLB 8.2.1 Supply only of bedding by importation

PSLB 8.2.2.1 From other necessary excavations

Delete the Sub-Clause and substitute the following :

"(i) Without the need for screening or other treatment:

(a)	Selected granular material	Unit : m ³
-----	----------------------------	-----------------------

(b)	Selected fill material	Unit : m ³
-----	------------------------	-----------------------

The Tendered rates shall cover the cost of acquiring from other necessary excavations bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material.

(ii) Including for screening and/or other treatment:

(a)	Selected granular material	Unit : m ³
-----	----------------------------	-----------------------

(b)	Selected fill material	Unit : m ³
-----	------------------------	-----------------------

The Tendered rates shall cover the cost of screening or otherwise treating excavated material from other necessary excavations as may be selected by the Engineer, in order to produce bedding that complies with the relevant specification, delivering it to points alongside the trench, spaced to suit the Contractor's methods of working, of making good any backfill

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deficiency there may be from points where screened backfill material has been acquired, and of disposing of displaced material.

NOTE : The tendered rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline".

PSLB 8.2.1 Supply only of bedding by importation

PSLB 8.2.2.2 Supply only of bedding by importation from borrow pits

Delete the Sub-Clause and substitute the following :

"(i) Without the need for screening or other treatment:

(a) Selected granular material Unit : m³

(b) Selected fill material Unit : m³

The Tendered rates shall cover the cost of acquiring from designated borrow pits or Engineer approved borrow pits selected by the Contractor, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material. Freehaul, regardless of distance, shall apply to designated borrow pits indicated at the time of tender and 0,5km freehaul shall apply to designated borrow pits located after the award of the Contract which are located further away than previously identified designated borrow pits. All haulage from borrow pits identified by the Contractor and approved by the Engineer shall be regarded as freehaul.

(ii) Including for screening and/or other treatment:

(a) Selected granular material Unit : m³

(b) Selected fill material Unit : m³

The Tendered rates shall cover the cost of screening or otherwise treating excavated material acquired from designated borrow pits or Engineer approved borrow pits selected by the Contractor, in order to produce bedding that complies with the relevant specification, of delivering it to points alongside the trench, spaced to suit the Contractor's methods of working,

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of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displaced material. Freehaul, regardless of distance, shall apply to designated borrow pits indicated at the time of tender and 0,5km freehaul shall apply to designated borrow pits located after the award of the Contract which are located further away than previously identified designated borrow pits. All haulage from borrow pits identified by the Contractor and approved by the Engineer shall be regarded as freehaul.

NOTE : The Tendered rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline.

Payment for opening and closing of borrow pits for the acquisition of bedding material shall only be considered if these borrow pits were specifically opened for that purpose. If bedding material is obtained from other designated borrow pits opened for other purposes, the cost of opening and closing of those borrow pits will be paid elsewhere."

PSLB 8.2.4 Encasing of pipes in Concrete

Delete the fifth and sixth lines and substitute the following :

"encasing the pipe in concrete including the cost of formwork, (if any), etc., and the cost of formwork to form flexible joints at 2,4m centres along the length of the pipeline, or, if instructed by the Engineer, on either side of collars, couplings, joints, etc."

PSLB 8.2.5 Overhaul of Material for Bedding Cradle and Selected Fill Blanket

Replace the wording of the sub-clause with:

i) Overhaul for Plant

a) Limited overhaul (provisional)

Unit : m³

b) Long overhaul (provisional)

Unit : m³.km

Items (a) and (b) above are applicable only when the appropriate information of that set out in 5.2.6.1(b) was not available to the Contractor at the tendering stage.

Volumes will be computed from the designated dimensions. No allowance will be made for bulking. Long overhaul distances will be measured to the nearest 0.1km from the end of the limited overhaul range, in one direction only, by the shortest practicable route. Material measured for overhaul under (b) above will also be measured under (a) above.

Add the following

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"No overhaul shall apply to material from commercial sources or to material disposed of to sites provided by the Contractor or by other means employed by the Contractor.

PSLB 8.2.5 Stone Bedding (New Sub-Clause)

Unit : m³

"The tendered rate shall cover the Contractor's cost of the supply and lay of the specified thickness of stone bedding where ordered and shall include all labour, plant, equipment and material required for this operation."

PSLE : STORMWATER DRAINAGE

(Applicable to SABS 1200-LE)

PSLE 3 MATERIALS**PSLE 3.1 Culvert units and pipes**

a) Precast Concrete Pipes

Add to the Sub-Clause :

"The pipes shall be of reinforced concrete to the appropriate D loading, as indicated on the drawings or tabulated in the Schedule of Quantities".

d) Wherever required, skew ends may be cut on Site.

PSLE 3.4 Manhole, catchpits and accessories

PSLE 3.4.1 Bricks

Add to the Sub-Clause :

"Cement bricks complying with the relevant requirements of SABS 1215 bricks shall be considered as being acceptable".

PSLE 3.6 Concrete (New Sub-Clause)

Add new Sub-Clause :

"Concrete shall comply with the relevant requirements of SABS 1200 G : Concrete(Structural) or SABS 1200 GA : Concrete (Small Works) as relevant to the Project Specifications."

CONSTRUCTION OF MPISI MANUFACTURING HUB**PSLE 5 CONSTRUCTION****PSLE 5.2 Bedding and laying****PSLE 5.2.2 Pipe Culverts**

Add to the Sub-Clause :

"The bedding for stormwater pipes shall be to the requirements of Class C of SABS 1200 LB (Bedding)".

PSLE 5.2.3 Concrete Encasement of Pipelines

In second line of the Sub-Clause substitute "15Mpa/19mm" for "prescribed mix 15".

PSLE 5.2.5 Portal and rectangular culverts**c) Placing of upper portion**

In fifth line add "300mm wide" between "blanket" and "placed".

In seventh line substitute "10Mpa/19mm" for "prescribed of mix 10".

PSLE 5.5 Catchpits, manholes, inlets and outlet structures**PSLE 5.5.3 Plaster**

Preface the Sub-Clause with the following sentence :

"All catchpits are to be constructed in brick which are then to be plastered internally".

PSLE 5.6 Culverts on Steep Gradients

In fourth line substitute "10 Mpa/37.5m" for "prescribed mix 10" and in the seventh line substitute "15Mpa/19" for "prescribed mix 15".

PSLE 5.8 Open Drains

Add new Sub-Clause :

"Where open drains form part of the road prism, excavation for open drains shall be measured as "cut" in SABS 1200 DM.

Open drains are to be constructed to the details shown on the drawings, or as directed by the Engineer, to the correct line, level and cross-section. The material excavated from open drains shall be used as embankment or wasted to spoil as directed by the Engineer.

Open drain excavation shall include all excavation required for constructing a channel as per drawing. Any excavation required for constructing a channel with a bottom width of 4m or more, or a V-shaped channel with side slopes equal to or flatter than 1:4, or where the width at the top exceeds 5m, shall be classed as "cut" and shall be measured and paid for under the appropriate SABS 1200 Standardised Specification.

Measurement of open drain excavation shall be calculated from natural ground level or finished earthworks level, whichever is the lesser and payment will be made on a rate per m³ basis irrespective of depth ."

CONSTRUCTION OF MPISI MANUFACTURING HUB**PSLE 5.9 Stone Pitching (New Sub-Clause)**

Add new Sub-Clause :

"Where ordered by the Engineer, open drains, stormwater outlets, etc., shall be pitched with stone. Stone for pitching shall be of good, sound, durable rock of good shape and face, with a minimum size of 100 x 100 x 75mm deep. Before pitching is commenced, all slopes and surfaces to receive pitching shall be carefully trimmed and dressed to the correct lines and grades. The pitching stones are to be laid with joints broken as much as possible and are to be hammered solid into position to present a regular and uniform surface. All joints are to be grouted to their full depth in 4:1 cement mortar.

Payment for stone pitching will be made at a rate per m² of nett finished area and the tendered rate is to include for all trimming and dressing of the excavation, laying of the stone and grouting of the joints".

PSLE 5.11 Cutting of Pipes (New Sub-Clause)

Add new Sub-Clause :

"As far as is possible culvert lengths shall be such that pipe units need not be cut. Should any straight or skew cuts be necessary such cutting will not be measured and paid for separately in terms of Sub-Clause 8.2.4 since all additional work required in cutting the pipes as well as the wasted pipe ends shall be regarded as being included in the payment (per linear m) for the supply, lay, joint, bed and test of the relevant pipe culverts, as per Sub-Clause 8.2.1".

PSLE 5.13 Lifting and relaying of existing pipes (New Sub-Clause)

"Where shown on the drawings and where scheduled, existing pipes that are to be removed shall be lifted and the materials recovered as far as is practicable. The pipes shall be removed from the excavation and placed in the Contractor's site store where they shall be cleaned, stored and listed. The pipes shall be inspected for any visible signs of distress.

Where recovered pipes are to be relayed, the Contractor shall check the dimensions and jointing configuration of the pipes. If these correspond to the dimensions of the new pipes supplied by the Contractor then the existing pipes may be used in conjunction with the new pipes. If the existing pipes are not compatible with the new pipes supplied by the Contractor, then the existing pipes shall only be used in situations where joining with the new pipes is not required."

PSLE 5.14 Banks and Dykes (New Sub-Clause)

"Mitre banks, catch water banks and dykes shall be constructed of approved soil or gravel obtained from open-drain excavation or, if no suitable material can be obtained from that source, from suitable alternative sources, and be placed in such a way that the water will flow on the natural ground and against the bank.

Banks and dykes shall be properly compacted in layers not exceeding 150mm in thickness, unless thicker layers approved by the Engineer.

If so preferred by the Contractor and approved by the Engineer, mitre banks may also be constructed of hand-packed stone, provided that the interstices are filled with an approved cohesive soil."

PSLE 8 MEASUREMENT AND PAYMENT**PSLE 8.1 General**

Delete the last sentence and replace with:

"Bedding shall be scheduled in the section of the Schedule of Quantities covering storm water drainage."

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PSLE 8.2 Scheduled Items**PSLE 8.2.1 Supply and lay concrete pipe culverts**

Delete the title of the Sub-Clause and substitute :

"Supply, lay, joint, bed and test pipelines"

Add to the Sub-Clause :

"The bedding shall be Class C".

Add to the Sub-Clause :

"The tendered rates shall cover the cost of providing the pipes and the cost of laying, bedding, jointing, making connections into manholes and testing the pipeline".

PSLE 8.2.8 Supply and Install Manholes, Catchpits and the Like

Delete the words "but excluding excavation and backfilling which will be measured separately" and replace with "including dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavations (See subclause 8.2.3 of SABS 1200DB)".

PSLE 8.2.14 Excavation for open drains in all materials. (New Sub-Clause)

- a) Excavated material used for embankment.

Unit : m³

The tendered rate shall include full compensation for the excavation of the material to the required lines and levels, hauling and using the material in embankments or fills as required.

- b) Excavated material to spoil

Unit : m³

The tendered rate shall include full compensation for the excavation of the material to the required lines and levels, hauling and disposing of the material as directed.

PSLE 4.2 Extra-over PSLE 4.1 for:

- a) Intermediate excavation

Unit : m³

- b) Hard rock excavation

Unit : m³

PSLE 4.3 Construct Catch water Mound (New Sub-Clause 8.2.14)

Unit : m

The tendered rate shall include full compensation for procuring, finishing, placing, watering, compacting, shaping and trimming the material in the catch water mound in accordance with the authorised dimensions.

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PSLE 4.4 Joining into existing manholes, junction boxes and stormwater catchpits (New Sub-Clause 8.2.15)

Unit : No.

The unit rate shall include for full compensation for all demolition and for loading, transporting and disposing of the products of the demolition required, and full compensation for building in the new stormwater connection in accordance with the specifications.

PSME: BASE

(Applicable to SABS 1200 ME)

PSME 3 MATERIAL**PSME 3.5 Selection****PSME 3.5.1 General Selection**

Replace the sub-clause with:

"Natural Gravel for use as material for the base course can be obtained from the nearest approved quarry. If the Contractor so wishes, he may locate other suitable sources which comply with the requirements of Clauses 3.2.1 and 3.2.2. In addition he shall obtain approval for the materials and the sources:-

- a) before commencing construction and
- b) during construction whenever the physical properties of the materials being exposed in borrow pits or obtained from commercial sources differ appreciably from the properties of the material previously approved".

PSME 5 CONSTRUCTION**PSME 5.2 Excavation****PSME 5.2.2 Borrow pits**

Insert the words "designated by the Engineer and" between the words "pits" and "established" in the first line.



CONSTRUCTION OF MPISI MANUFACTURING HUB**PSME 5.4 Placing and Compacting****PSME 5.4.3 Placing**

Replace the second sentence with:

"The material shall be dumped on the road and then spread by means of motor graders over the full width of the layer shown on the drawings and to such depth that after compaction the thickness of the layer is true to elevation, grade and cross section.

Add to the sub-clause:

"The thickness of the sub-base shall be as stated in the Schedule of Quantities."

PSME 5.4.4 Compaction

PSME 5.4.4.1 Replace the second sentence of the second paragraph with:

"During compaction the required shape and cross section shall be maintained, and all holes, ruts, and depressions shall be corrected by frequent balding with a motor grader."

PSME 5.7 Transport**PSME 5.7.1 Freehaul**

Replace the sub-clause with:

The relevant provisions of Sub-Clause PSDA 5.2.6.1 of these project Specifications shall apply to freehaul.

PSME 5.7.2 Overhaul

Replace the Sub-Clause with:

The relevant provision of Sub-Clause PSDA 5.2.6.2 of these project Specifications shall apply to overhaul.

PSME 8 MEASUREMENT AND PAYMENT**PSME 8.1 Basic principles**

Insert a semi-colon in the first line of paragraph (b) after the words ".... will be paid for once only" and delete the rest of the paragraph.

Amend paragraphs (c) and (d) as follows:

c) "that except as provided for in (d) below, the free-haul shall be as stipulated in PSDA 5.2.6.1 of these project specifications";

and

d) "that in the case of material from a commercial source or from borrow pits selected by the Contractor, no additional payment will be made for the class of excavation, method of processing (except stabilizing), or overhaul in the case of plant based construction. Where Labour Intensive construction methods are used, the Contractor shall arrange the tipping of the material so that the distances hauled while spreading the material by hand falls within the freehaul parameters."

PSME 8.3 Scheduled Items

PSME 8.3.2 Construct the subbase course/shoulders/gravel wearing course with material from designated excavations

CONSTRUCTION OF MPISI MANUFACTURING HUB

Replace the payment description of sub item (a) with the following:

"The Tendered rate for (a) shall provide full compensation for excavating and selecting subbase material, for loading and transporting the material within the free-haul distance, and for either placing the material on the road or stockpiling the material for later use. Where material is stockpiled, the tendered rate shall include for shaping and grading the stockpile such that it is free-draining."

PSME 8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas

Add the following to the payment description paragraph:

"This item shall also be applicable to the construction of subbase course/ shoulders/gravel wearing course with material from approved borrow pits selected by the Contractor."

PSME 8.3.9 Overhaul

Replace the wording of the sub-clause with:

i) Overhaul for Plant

a) Limited overhaul (provisional)

Unit : m³

b) Long overhaul (provisional)

Unit : m³.km

Items (a) and (b) above are applicable only when the appropriate information of that set out in 5.2.6.1(b) was not available to the Contractor at the tendering stage.

Volumes will be computed from the designated dimensions. No allowance will be made for bulking. Long overhaul distances will be measured to the nearest 0.1km from the end of the limited overhaul range, in one direction only, by the shortest practicable route. Material measured for overhaul under (b) above will also be measured under (a) above.

Add the following:

"No overhaul shall apply to material from commercial sources or to material disposed of to sites provided by the Contractor or by other means employed by the Contractor."

CONSTRUCTION OF MPISI MANUFACTURING HUB**PB. PROJECT SPECIFICATION: BRICKWORK****PB.1 BRICKWORK**

Brickwork shall be built in stretcher bond. Unless legitimately required to form bond, no false headers shall be used.

English bond shall be used where specifically so indicated or where stretcher bond is not practicable.

Brickwork, unless otherwise described shall be built in Class II mortar.

Bricks shall be laid on a solid bed of mortar and all joints shall be grouted up solid.

The brickwork shall be carried up in a uniform manner, no part being raised more than 1.2 m above adjoining work.

Where necessary, bricks shall be wetted before being laid and the course of bricks last laid shall be well wetted before laying a fresh course upon it.

Masonry Walling shall be constructed in accordance with SABS 0249. Walls in thickness of more than one skin shall have at least five wire ties per square metre. Linings to concrete, unless otherwise specified, shall be tied to the concrete with at least five wire ties per square metre

Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free from mortar droppings or other undesirable matter.

PB.2 WIRE TIES FOR BLOCKWORK

Wire ties shall be of galvanised steel of the single wire type for solid walls and either the "Butterfly" or Modified PWD type for hollow walls. Ties shall be of sufficient length to allow not less than 75mm of each end to be built into brickwork or embedded in concrete.

PB.3 BRICKWORK REINFORCEMENT

Brickwork reinforcement shall be manufactured from hard drawn steel wire conforming to BS 785 and shall consist of two 2.8 mm diameter main wires with 2.5 mm diameter cross wires at 300 mm centres welded at intersections.

Brickwork reinforcement shall be lapped not less than 300 mm at end joints and for a length equal to the width of the widest reinforcement at intersections.

PB.4 FACE BRICKWORK

Face brickwork shall be built in stretcher bond, unless otherwise specified, to a true and fair face. Perpend shall be accurately kept.

Facing bricks shall be sorted to ensure that proper mixing of the bricks within the colour range or each facing brick being used is obtained.

CONSTRUCTION OF MPISI MANUFACTURING HUB**PB.5 MORTAR**

Mortar shall comply with the following table:

1	2	3	4
Mortar Class	Portland Cement Kg	Lime l	Sand (measured loose and damp) l. max
I	50	0 - 10	130
II	50	0 - 40	200
III	50	0 - 80	300

Mortar shall be Class II unless otherwise specified.

Mortar plasticizers may only be used with the approval of the Project Manager / Engineer.

The materials shall be mixed dry until of uniform colour, water added and the mixture turned over until the ingredients are thoroughly incorporated.

Mortar shall be produced in such quantities as can be used before commencement of set and no mortar that has set shall be used.

PB.6 HANDLING AND CLEANING OF BRICKWORK

Bricks shall be carefully unloaded and handled to prevent chipping and breakage by mechanical means wherever possible. Bricks shall be stacked on prepared level areas to ensure that the stack is stable and the top of each stack protected from staining or marking.

Finished brickwork must be adequately protected where necessary to avoid damage or disfigurement during building operation and in particular arises around openings must be protected to avoid chipping.

Complete brickwork must be suitably cleaned of all smears left on the faces from mortar dropping, etc, washed down and left in a condition to the approval of the Principal Agent.

PB.7 ELECTRICAL SERVICES TO BRICKWORK

All conduits, boxes, distribution boards, etc will be fixed by the Electrical Contractor, but the contractor must include in his rates for chasing and/or building in of conduits, cutting and fitting brickwork around all conduits, boxes, distribution boards, etc or forming of leaving recesses, holes, etc and filling solid in class ii mortar, chases pockets etc as the work proceeds.

Chasing will only be permitted under extreme circumstances.

PB.8 MEASUREMENT AND PAYMENT

This clause is omitted, and payment will be made in accordance with the provisions of the Contract Documents.

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Employer's Agent, or copies may be purchased by arrangement with the Employer's Agent. No claims for misunderstanding reduced drawings will be considered.

CONSTRUCTION OF MPISI MANUFACTURING HUB

- 3.1. The scope of this contract is the appointment of a contractor for the Construction of Mpisi manufacturing hub, as and when the specific works order is issued to the contractor.
- 3.2. The Contractor is required to provide all required personnel, materials, equipment and plant required for the Construction of Mpisi manufacturing hubs in WMMLM and associated works as instructed through a Works Order within the Winnie Madikizela Mandela Local Municipality
- 3.3. The Contractor will furthermore be required to at least subcontract 30% of the Works with local businesses to develop them over the framework period to enable them to raise their CIDB grading.
- 3.4. Each Work Order will specify its own Works Information with the necessary details applicable for the construction of that Work Package. This will include but not be limited to reporting, invoicing, technical details, drawings, location, Site Information as well as people employment requirements.

4. PERIOD OF CONTRACT

The contract shall be valid for a period of 12 months,

5. ALLOCATION OF PROJECTS

During the period of the contract the successful bidders will be required to produce quote/s for each project no work or allocation of project/s is guaranteed to anyone for the duration of the contract.

5.1. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

5.1.1. Should it appear to the Head of the Section/Directorate that the contractor is:

- I. Not executing the contract in accordance with the true intent and meaning thereof, or
- II. Not performing satisfactorily, or
- III. Not performing with accepted industry expertise, or
- IV. Refusing or delaying to execute tasks, or
- V. Should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
- VI. In the event of any other failure of default by the Contractor

Then in any such events the Municipality shall be entitled to cancel the contract and employ other persons at the expense of the contractor, to perform and carry out any work which the contractor fails to do with reasonable skill, diligence.

KEY COMPETENCES

All bidders should be registered with CIDB, minimum of **7GB** or Higher is required.

6. REQUIREMENTS

Notes to Prospective Bidders / Compulsory Submissions:

1. Notes to Prospective Bidders: Compulsory submissions (Failure to submit any of the following will result in disqualification)

CONSTRUCTION OF MPISI MANUFACTURING HUB

- Authority to sign section must be signed and completed in full.
- Copies of ID Documents and all submitted certificates must be certified
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement. The bidders' attention is drawn to Form MBD6.1. Must complete in full
- Bidders are required to submit Proposed Project Team, their CV's and qualifications.
- All bidders should complete MBD 1, MBD4, MBD 6, MBD 8, and MBD 9, Ethics Commitment for Suppliers of Winnie Madikizela Mandela Local Municipality. Letter of Good Standing with Compensation Fund (COLD). Submit audited or reviewed 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 statement for auditing for bid number.
- All prospective service providers of goods and services and infrastructure procurement are to be registered on Central Database in order to do business with all organs of state in the Republic of South Africa.

Bids received after the published closing date will not be considered and will not be opened

The bid will be evaluated in two stages namely:

Evaluation for Functionality

Functionality will be evaluated as shown in the table below:

A MINIMUM OF 70 POINTS OUT OF 100 MUST BE SCORED FOR FUNCTIONALITY IN ORDER TO QUALIFY FOR THE SECOND STAGE OF THE EVALUATION PROCESS. ANY BID THAT FAILS TO MEET THE MINIMUM THRESHOLD FOR FUNCTIONALITY WILL BE DISQUALIFIED.

The functionality evaluation criterion is further explained below.

EVALUATION CRITERIA		
EXPERIENCE	POINTS	MAXIMUM POINTS
• Experience in the construction of at least 6 and above Building Construction to the value of R 6 000 000.00 or above each	40 points	40 Points
• Experience in the construction of at least 4 to 5 Building Construction to the value of R 6 000 000.00 or above each	20 Points	20 Points
• Experience in the construction of at least 2 to 3 Building Construction to the value of R 6 000 000.00 or above each	10 points	10 Points
• Experience in the construction of 0 to 1 sport field project to the value of R 6 000 000.00 or above each	0 points	0 points
• Bidder has submitted no information or inadequate information to determine the scoring level	0 Points	0 Points
(Attach Signed Appointment letter, Signed Reference Letter and Completion Certificate for each project claimed)		
KEY PERSONNEL		
Description	Points	Max Points

CONSTRUCTION OF MPISI MANUFACTURING HUB

Description		30
Construction Manager/ Contracts Manager (must be a permanent employee of the bidder's company) - NQF level 7 qualification Graduate in Civil Engineering or Construction Management with 10 years' experience in Earthworks/Civil Project and construction works (of which at least 3 years' experience must be in construction of sport facilities, indicate names of sport facilities and municipalities for verification purposes) and is registered with SACPCMP as Professional Construction Project Manager, must have NQF Level 7 of accreditation in Labour Intensive Construction Method.	15 Points	15 Points
Site Agent (must be a permanent employee of the bidder's company) - NQF level 7 qualification Graduate in Civil Engineering or Construction Management with 6 years' experience in Earthworks/Civil Project and construction works as a site agent (of which at least 3 years' experience must be in construction of sport facilities, indicate names of sport facilities and municipalities for verification purposes) and is registered with SACPCMP or ECSA as Professional, must have NQF Level 5 of accreditation in Labour Intensive Construction Method.	10 Points	10 Points
Site Foreman (must be a permanent employee of the bidder's company) - Site foreman with a minimum experience of 5 years as a Site foreman (of which at least 3 years' experience must be in construction of sport facilities indicate names of sport facilities and municipalities for verification purposes), NQF level 6 in Civil Engineering or must have NQF Level 5 of accreditation in Labour Intensive Construction Method.	5 Points	5 Points
NB: Bidder has submitted no information or inadequate information to determine the scoring level or has experience less than the required minimum years.	0 Points	0 Points
The bidder must submit CV, Qualifications, and relevant certificates (in terms of NQF Level of accreditation in Labour Intensive Construction Method for the purpose of point allocation).		
PLANT AND MACHINERY OF THE BIDDER		
Description	Points	Max Points
The bidder owns a set of 1 grader, 1 excavator, 1 roller, 1 TLB, 2 tipper trucks and 1 water tank truck.	30 Points	30 Points
NB: Certificate of ownership to be attached (NATIS), Natis certificates to		

CONSTRUCTION OF MPISI MANUFACTURING HUB

Indicate ownership by the bidder		
The bidder leases a set of 1 grader, 1 excavator, 1 roller, 1 TLB, 2 tipper trucks and 1 water tank truck.	15 Points	15 Points
The bidder has not submitted any proof of ownership and has not submitted any lease agreement (intent) with the supplier of machinery	0 Points	0 Points
NB: Original lease intent agreement signed by both the bidder and his/her supplier of machinery (contact details of the supplier to be attached), Natis certificates indicating ownership of such plant/equipment by lesser		
TOTALS		100 POINTS

Bids that qualify will proceed to the next stage where they will be evaluated in terms of the 80/20 preference points system.

The Points will be allocated as follows:

80 points = for Price

20 points = for Specific Goals

7. INFORMATION

The Tenderers attention is drawn to the fact that if the schedules of this specification are not completed, his tender cannot be adjudicated and may be disqualified

8. Language of the proposal

Language of the proposal shall be written in English.

6.Currency

All proposals shall be quoted in South African rand (R) and likewise, the contract will be awarded in this currency. Proposals in other currencies will automatically be disqualified.

7.Legal aspects

It is expected of the Prospective Professional Service Provider to address the identification of corresponding laws and ordinances available for compliance.

BID ENQUIRES

Enquiries should be directed to:

1. Mrs. Sako, on 039 251 0230 email: sakos@mbizana.gov.za
2. Mr. Z. Khala on 039 251 0230 email: khalaz@mbizana.gov.za

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA
C2: PRICING DATA
C3: SCOPE OF WORK
C4: SITE INFORMATION

CONTRACT

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C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER	C9	Green
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C1: AGREEMENTS AND CONTRACT DATA
C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No. WMMLM 19/02/26/01 MMH

CONSTRUCTION OF MPISI MANUFACTURING HUB

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

Amount 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: *(of person authorized to sign the tender):*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organization):*

Address:
.....

CONSTRUCTION OF MPISI MANUFACTURING HUB

Telephone/Cell number: email address:

Witness:

Signature:

Name: *(in capitals)*:

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

CONSTRUCTION OF MPISI MANUFACTURING HUB

B. ACCEPTANCE

By signing this part of the 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, 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 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, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organization)

Address:

.....

Witness: Signature: **Name:**

Date:

CONSTRUCTION OF MPISI MANUFACTURING HUB

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

CONSTRUCTION OF MPISI MANUFACTURING HUB

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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.

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

TABLE OF CONTENTS PAGE NO.

C1.2.1.1	GENERAL CONDITIONS OF CONTRACT
C1.2.1.2	SPECIAL CONDITIONS OF CONTRACT
C1.2.1.2.1	GENERAL
C1.2.1.2.2	AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

CONSTRUCTION OF MPISI MANUFACTURING HUB**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works - New Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent °

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

SCC 1.1.4. reads "The Commencement date shall be the date of the Site Handover Meeting".

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

CONSTRUCTION OF MPISI MANUFACTURING HUB

Please note that it is the responsibility of the bidder to go on site and determine the site conditions

Site Co-ordinates:

2 **C1.2.2: CONTRACT DATA (Applicable to this contract)**

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.14:	Name of Employer: Winnie Madikizela Mandela Local Municipality
Clause 1.2.2:	Address of Employer:
	<u>Physical:</u> 51 Winnie Madikizela Mandela Street Bizana 4800
	<u>Postal:</u> P. O. Box 12 Bizana 4800
	E-Mail: mahlakal@mbizana.gov.za
	Telephone No: (039) 251 0230
Clause 1.1.15:	Name of Engineer: Winnie Madikizela Mandela Local Municipality
Clause 1.2.2:	Address of Engineer:
	<u>Physical:</u> 51 Winnie Madikizela Mandela Street
	<u>Postal:</u> P. O. Box 12

CONSTRUCTION OF MPISI MANUFACTURING HUB

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Bizana Bizana 4800 4800 E-Mail: sakos@mbizana.gov.za Telephone No: (039) 251 0230
Clause 1.6 & 38.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 1.6:	The construction industry year end break commences on the first working day after 15 May 2026 and ends on the first working day after 15 June 2027 of the following year.
Clauses 4.1.1 and SCC 4.1.1	CONTRACTOR'S GENERAL OBLIGATIONS The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
Clause 7.1:	The time to deliver the Guarantee is within 14 days of the Commencement Date. The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate.
Clause 10.1:	The Contractor shall commence executing the Works within 14 days of the Commencement Date.

CONSTRUCTION OF MPISI MANUFACTURING HUB

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 12.2:	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
Clause 35.1	Insurance to be affected by the Contractor.
Clause 35.1.1.2.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>Nil</u> .
Clause 35.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 35.1.3:	The limit of indemnity for liability insurance is <u>R2 000 000.00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 37.2.2.3:	The percentage allowance to cover overhead charges is 10%.
Clause 42.1:	The Works shall be completed as set out in the Scope of Works: • In 12 Months including special non-working days
Clause 43.1:	The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day.
Clause 46.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule: Note: There will be no Contract Price Adjustment under this contract: The contract will be fixed, no escalation will be added. Bidders should allow their escalation within their tendering rates.
Clause 46.3:	Price adjustments for variations in the cost of special materials are allowed.
Clause 49.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 49.3:	The percentage retention on the amounts due to the Contractor is 10% to which 5% will be paid during practical completion
Clause 53.1:	The Defects Liability Period is 6 months from the date of the Certificate of Completion.
Clause 58.2:	Dispute Resolution shall be by Mediation.

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
Clause 1.1.8:	Name of the Contractor:										
Clause 1.2.2:	Address of the Contractor: <table border="0"> <tr> <td style="text-align: center;"><u>Physical:</u></td> <td style="text-align: center;"><u>Postal:</u></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table>	<u>Physical:</u>	<u>Postal:</u>								
<u>Physical:</u>	<u>Postal:</u>										
.....											
.....											
.....											
.....											

CONSTRUCTION OF MPISI MANUFACTURING HUB

C1.3: FORM OF GUARANTEE

PRO FORMA

2.1.1 FORM OF GUARANTEE

Employer: (*name and address*) _____

Contract No: _____

(*Contract title*) _____

WHEREAS _____

(hereinafter referred to as "the Employer") entered into a Contract with

(hereinafter called "the Contractor") on the _____ day of _____ 20 _____

for the construction of (*Contract Title*)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor")
has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability

CONSTRUCTION OF MPISI MANUFACTURING HUB

hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

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5. Our total liability hereunder shall not exceed the sum of

_____. (in words)

R_____ (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____
Name in Block Letters

2. _____ Signature _____
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

CONSTRUCTION OF MPISI MANUFACTURING HUB

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The Winnie Madikizela Mandela Local Municipality.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as: ;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

CONSTRUCTION OF MPISI MANUFACTURING HUB

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

CONTRACT No.: WMMLM 19/02/26/01 MMH

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

CONSTRUCTION OF MPISI MANUFACTURING HUB

Thus, signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus, signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

C2: PRICING DATA**C2.1 PRICING INSTRUCTIONS****1. GENERAL**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities is prepared generally in accordance with the applicable **SANS 1200 Standard Specifications** (e.g., SANS 1200 A for civil engineering works).

Short item descriptions are for identification only. Measurement and payment are governed by the relevant clauses of the SANS 1200, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the numbers reference corresponding clauses in the applicable SANS 1200-series. Prefix "B" indicates items under SABS/SANS Amendments.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

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3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the General Conditions of Contract 2015 (Third Edition), and SANS 1200, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with SANS 1200 clause (1201(b)).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

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Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of sub-clause as per SANS 1200-series clause 1201(f) shall apply in rate only items. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

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

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments, referred to in Clause 52 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause (SANS 1200) 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the net measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= tonne (1 000 kg)	t-km	= tonne-kilometre
m ² -pass	= square metre-pass	No.	= number	hr	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

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

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

(a) Fixed obligations

(c) Time-related obligations

exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

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- (ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

10. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- (a) Items in Standard SANS 1200 Specifications that would normally be carried out using labour-intensive construction methods.
- (b) Items in the SANS 1200 Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than plant in order to meet such target.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

C2.2. SCHEDULE OF QUANTITIES



APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

CONTRACT No: WMMLM 19/02/26/01 MMH

FOR

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Schedule of Quantities brought forward:	
SUBTOTAL 1	R
SUBTOTAL 2	R
Add: VAT (15% of SUBTOTAL 2)	R
2.1.1.1.1.1.1.1.1 TOTAL CARRIED FORWARD TO FORM OF OFFER	R

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

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C3: SCOPE OF WORK

Page	
C3.1	Description of the Works
C3.2	Procurement
C3.3	Engineering
C3.4	Standard Specifications
C3.5	Particular Specifications

Status

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

Drawings Scope of Work Specifications

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

C3.2. Procurement**C3.2.1 Preferential Procurement Procedures****C3.2.1.1 Requirements**

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

C3.2.1.2 Resource Standard Pertaining to Targeted Procurement

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

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

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C3.2.2 Subcontracting**C3.2.2.1 Scope of Mandatory Subcontract Works**

No requirements specified.

C3.2.2.2 Preferred Subcontractors / Suppliers

No requirements specified.

C3.2.2.3 Subcontracting Procedures

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

C3.2.2.4 Attendance on Subcontractors

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

C3.3. Engineering**C3.3.1 Design Services and Activity Matrix**

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

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

C3.3.2 Drawings

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

C3.4. Standard Specifications

C3.4.1 Standard Specifications

C3.4.2 Amendments to the Standard Specifications

C3.4.3 OHSA 1993 Safety Specification (2014)

C3.4.4 Environmental Management Plan

C3.4.5 Drawings List

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

PROJECT SPECIFICATION

This Project Specification comprises of two portions.

Portion 1 covers the general description of the Project, the facilities available and the requirements to be met, together with a list of relevant Standardised and Particular Specifications.

Portion 2 covers variations and additions to the Standardised Specifications and Particular Specifications that are applicable to this Contract.

Should any requirement of the Project Specification conflict with any requirement of the Standardised or Particular Specifications the Schedule of Quantities or the drawings, the requirements of the Project Specification shall take precedence and shall govern.

INDEX

Page No.

- 1. PORTION 1: THE WORKS**
- 2. PORTION 2: VARIATIONS TO THE SPECIFICATIONS**

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PROJECT SPECIFICATION: PORTION 1**INDEX****Page No.**

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PS 1.3	Character of Strata on Site	7.6
PS 1.4	Site Facilities Available	7.6
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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

PORTION 1: THE WORKS**PS 1.1 Standardized Specifications**

For the purpose of this contract the following Standardized Specifications for Civil Engineering Construction shall apply:

SABS 1200 A	:	General
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DK	:	Gabions and Pitching
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 HA	:	Structural Steelwork (Small works)
SABS 1200 L	:	Medium Pressure Pipelines
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 LD	:	Sewers
SABS 1200 LE	:	Stormwater Drainage
SABS 1200 LF	:	Erf Connections (water)
SABS 1200 M	:	Roads (General)
SABS 1200 ME	:	Subbase
SABS 1200 MF	:	Base
SABS 1200 MG	:	Bituminous Surface Treatment
SABS 1200 MH	:	Asphalt Base and Surfacing
SABS 1200 MK	:	Kerbing and Channelling
SABS 1200 MM	:	Ancillary Roadworks

Variations and additions to the above SABS 1200 Standardized Specifications are given in Part 2 of the Project Specifications. The Contractor must obtain his own copies of the latest edition of the above-mentioned standardized specifications.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

PS 1.2 General Description of the Works

The works generally comprise of the following:-

Roadworks:-**PS 1.3 Character of Strata on Site:**

The Geo-technical report can be made available on request.

PS 1.4 Site Facilities Available**PS 1.4.1 Camp Site:**

An area shall be allocated to the Contractor for his sole use as agreed between the Engineer and the Local Development Committee.

The site shall be kept clean and tidy, and on completion of the Works, the Contractor shall remove all temporary offices, sheds, fences and shall reinstate the camp site to the satisfaction of the Engineer

PS 1.4.2 Water and Electricity

The Contractor will be required to make their own arrangements with the Winnie Madikizela LM for a potable water connection from the existing Ablution facility.

The Contractor will be required to make their own arrangements with the Winnie Madikizela LM for the supply of electricity for construction purposes.

PS 1.5 Site Facilities Required**PS 1.5.1 Facilities for the Engineer.**

A venue within the contractors establishment suitable for holding site meetings is to be provided.

PS 1.6 Accommodation for Employees

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will only be allowed on the Site of the Work upon explicit approval of Local Development Committee.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the Ward Councillor and his Ward Committee in this regard at the commencement of the Contract.

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PS 1.6.1 Sanitary Facilities for the Contractor's Staff.

Particular care is to be taken with regard to the positioning of toilet and ablution facilities and disposal of any waste emanating from such facilities to avoid all possibility of pollution.

PS 1.7 Employment of Local Labour and Developing Contractors**a) Local labour:**

It is the intention that this Contract should make the maximum possible use of the local labour force which is at present under-employed.

To this end it will be expected of the Contractor to limit the use of non-local employees to key personnel only and to employ and train local labour on this Contract.

b) Developing Contractors:

Whilst no restrictions are placed on the Tenderer to reserve specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to such individuals and contractors, who are resident in the surrounding areas. The Tenderer will be responsible for all contractual requirements. Listed below are examples of work that can be carried out by local labourers:

- Brickwork
- Plastering
- Excavations

PS 1.8 Protection of Existing Works

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing works against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him in good time.

PS 1.9 Protection of Excavations

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB

PS 1.10 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

PS 1.11 Finishing, Tidying and Period of Maintenance

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 54(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole.

PS 1.12 Security of Contractor's Site

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in Clause 57 of the Conditions of Contract.

PS 1.13 Courtesy

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**PS 1.14 Construction Programme**

As soon as practical after the acceptance of his tender, within one week of being given access to the site and before commencing work, the Contractor shall submit, to the engineer for his approval, a programme showing the order in which he proposes to carry out the works and the rate of progress he proposes to maintain on the works. The programme shall also indicate the critical path, any critical dates, which must be met, and also the anticipated cash flow on a monthly basis.

The construction period for this contract will be 12 months.

The commencement date of the contract will be the date the Employer gives the Contractor possession of, and the right of access to, the site.

PS 1.15 Testing Facilities

The Contractor shall arrange for process control testing to be undertaken by a laboratory to be approved by the Engineer.

A provisional sum will be allowed for in the schedules to allow for the use of an independent laboratory to effect check tests as detailed by the Engineer.

PS 1.16 Features Requiring Special Attention**PS 1.16.1 Existing Services**

The Contractor shall take all necessary steps to ascertain the exact location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services.

The contractor shall so carry out all his operations such as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, in the vicinity of the works and so as not to interfere in any way at any time with the smooth and continuous operation of the existing facilities.

The contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise because of his operations on site and shall bear the cost of the repair or damage to any service the possible existence of which could reasonably have been ascertained by him in good time. If services or other items are so located that they interfere with the execution of works and require removal and relocation, the Contractor shall advise the Engineer timeously and obtain instructions regarding the action to be taken.

Where the Contractor is responsible for the cost of repairs carried out by the employer the costs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate.

PS 1.17 Source of Material

The contractor shall be responsible for the location and supply of all materials for the works.

PS 1.18 Drawings

Any information in the possession of the contractor which is necessary for the Engineer's Representative to complete his "as built" drawings must be submitted to the Engineer's Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

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PSA : GENERAL**PSA 1 : SCOPE**

Replace subclause 1.1 with the following:

“1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor’s establishment on site.”

PSA 2 : INTERPRETATIONS**PSA 2.3 : Definitions****(a) General**

Add the following definitions:

General Conditions : The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract.

Specified : As specified in the Standardized Specifications, the Drawings or Project Specifications. Specifications shall have the corresponding meaning, as provided for in Sub-sub-Clause 1(1)(u) of the General Conditions of Contract.

(c) Measurement and Payment:

Replace the definitions for fixed charge, time-related and value-related charge, with the following:

“Fixed charge: A charge that is not subject to adjustment on account of variation in value of the Contract Amount or the Contract Time of Completion.”

“Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work, as adjusted in accordance with the provisions of the Contract.”

“Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued, in accordance with the provisions of the contract.”

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PSA 3 : MATERIALS**PSA 3.3 Ordering of Materials**

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. 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 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 Drawings issued for tendering purposes only, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor for construction purposes.

PSA 5: CONSTRUCTION**PSA 5.9: Site Meetings:**

The contractor will be required to attend site meetings, normally held once a month, to discuss general progress, quality of work, problems, claims, payments, etc.

A technical meeting will be held every fortnight (every two weeks) at the initial stage of the contract.

PSA 5.10: Dayworks:**PSA 5.10.1 Scope**

Daywork is to be understood to be work and/or material, the provision of which cannot, in terms of the Contract be measured in the normal items of the Schedule of Quantities and must be measured in terms of time and cost.

PSA 5.10.2 Payment

Payment for work on a daywork basis will only be made if :-

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- a) It is agreed by the Engineer to be outside the specified scope of a measured item in the Contract.
- b) It is carried out in response to a written instruction by the Engineer.
- c) The records of plant, labour and material are submitted daily for the consideration of the Engineer and duly approved.

The rates tendered in the Daywork Schedule shall be taken to be the full inclusive rates at which the scheduled services are available, including the use of small tools, maintenance and repair of all equipment together with all overheads and profits.

PSA 6: TOLERANCE

Add the following sub-clause

PSA 6.4: General:

"No guarantee is given that the full specified tolerances will be achievable independently of each other and the Contractor is cautioned in regard to the fact that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the works.

Except where the contrary is specified, or when clearly not applicable, all quantities shall for the purposes of measurement and payment be determined from the "authorised" dimensions. This shall be taken to mean the dimensions as specified or shown on the drawings or, if changed, as finally instructed by the Engineer, without any allowance for the tolerance specified. Save as hereunder specified to the contrary, all measurements for determining quantities for purposes of payment will be based on the "authorised" dimensions.

If the work is therefore constructed in compliance with the "authorised" dimensions plus or minus any tolerances allowed, quantities will be based on the "authorised" dimensions regardless of the actual dimensions to which the work has been constructed.

Where the work is not constructed in accordance with the "authorised" dimensions plus or minus any tolerances allowed, the Engineer may nevertheless, on his sole discretion accept the work for payment. In such cases, no payment shall be made in respect of quantities of work or materials in excess if those calculated from the "authorised" dimensions and where the actual dimensions are less than the "authorised" dimensions minus any tolerance allowed, the quantities for payment shall be based on actual dimensions as constructed."

PSA : 7 TESTING

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PSA 7.1.1: Checking:

Add the following:

“The Contractor shall be responsible for all control testing required on the project and costs thereof will be deemed to be included in the tendered rates. This clause covers any additional or control testing as may be required by the Engineer. Any such additional testing shall be undertaken by a nominated independent person /laboratory.”

PSA 7.2: Approved Laboratories

Add the following:

“The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory.”

PSA 8: MEASUREMENT AND PAYMENT**PSA 8.1.2: Preliminary and General Item or Section:**

Replace the contents of this sub-clause with the following:

“The Contractor=s tendered sums under Items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the General Conditions of Contract and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- Head Office, site overheads, supervision, profit and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on site for the Contractor=s personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sanitation and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of the facilities and the cleaning-up of the camp site on completion of the Works.

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- Providing facilities for the Engineer and his staff as specified in SABS 1200 AN (if applicable) and these Project Specifications.”

PSA 8.2.1 Fixed-charge and Value-related Items:

Replace the contents of this sub-clause with the following:

“Payment of fixed charges in respect of Item PSA 8.3.1 will be made as follows:

Eighty percent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty percent (20%) will be paid once the Works have been completed, the facilities removed and the camp site cleared and cleaned.

Payment for the sums tendered under Item PSA 8.3.2 (establishment of facilities on site) will be made in three separate instalments as follows:

- (a) The first instalment which is 40% of the sum tendered, will be paid when the Contractor has met his obligations to date under the this Specification, the General Conditions of Contract and the Special Conditions of Contract and where the value of the Works certified for payment, excluding materials on site and any payments under Preliminary and General Items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention monies, but excluding the second instalment referred to herein, exceeds 50% of the tendered sum.
- (c) The final payment, which is 20% of the sum, will be made when the Works have been certified as completed and the Contractor has fulfilled his obligations to date under this Specification, the General Conditions and the Special Conditions of Contract.
- (d) Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under Item PSA 8.3.2 will be adjusted pro rata up or down and this adjustment shall be applied to the third instalment. No adjustment will apply to Item PSA 8.3.1 in respect of variations in the value of work done or the time for completion finally authorised.”

PSA 8.2.2: Time-related Items:

Replace the contents of this sub-clause with the following:

“Subject to the provisions of 8.2.3 and 8.2.4, payment under Item PSA 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Should the Engineer grant an extension of the time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

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Payments for such increased amounts will be taken to be full compensation for all additional time-related Preliminary and General Costs that result from the circumstances pertaining to extension of time granted, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole."

PSA 8.3: Scheduled Fixed-charge and Value-related Items:

Replace the items with the following:

PSA 8.3.1: Fixed Preliminary and General Charges.

Unit : sum

"The sums tendered shall include full compensation for all fixed preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in PSA 8.2.1

PSA 8.3.2: Value-related Preliminary and General Charges.

Unit : sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in PSA 8.2.1."

PSA 8.4: Scheduled Time-related Items:

Replace the items with the following

PSA 8.4.1: Time-related Preliminary and General Charges.

Unit : sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in PSA 8.2.2."

PSA 8.8: Temporary Works

NB: The Contractor's obligation under this section shall not be measured and paid for directly (except as hereinafter provided for) and compensation for the work involved in complying with these obligations will be deemed to be covered by the rates and amounts tendered for the various items of work included under the contract.

PSA 8.8.2: Accommodation of Traffic

Unit : Lump sum

Add the following to 8.8.2

"The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required for the guarding and protection of the Works as well as all other costs to accommodate the traffic during construction,"

CONSTRUCTION OF MPISI MANUFACTURING HUB**PROJECT SPECIFICATION: SABS 1200 GA: CONCRETE (SMALL WORKS)****PSGA.1 GENERAL**

The requirements of SABS 1200 GA: CONCRETE (SMALL WORKS) shall apply subject to the modifications, additions and deletions listed below.

PSGA.2 CLAUSE 3.2.1 CEMENT APPLICABLE SPECIFICATIONS

No cement other than ordinary Portland Cement or Portland Cement 15 shall be used.

PSGA.3 CLAUSE 3.3.3 STORAGE OF CEMENT

Cement shall not be kept in storage longer than 10 weeks inland.

PSGA.4 CLAUSE 3.4.1 AGGREGATES APPLICABLE SPECIFICATIONS

(If local aggregates or beach sands, etc., not complying with SABS 1083 are to be permitted, refer to SABS 0120 : Section G : Part 2 clause 3.2.2.2 : Part 3 clause 1.1.2 : Part 5 clause 3.1.4).

The Contractor shall take particular care to ensure that his supplier only provides sand confirming to SABS 1083.

PSGA.5 CLAUSE 3.4.2 USE OF PLUMS

The use of plus shall not be permitted.

PSGA.6 CLAUSE 3.4.3 STORAGE OF AGGREGATES

Aggregates of different sizes shall be kept separate at all times, and all aggregates shall be stored such that contamination by the ground is prevented.

PSGA.7 CLAUSE 4.4.2 FORMWORK FINISH

(Schedule here but preferably on the drawings, what parts of the structure are rough finish and what parts smooth).

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PSG.8 CLAUSE 6.2.3 REMOVAL OF FORMWORK

For ordinary Portland cement or for PC 15, formwork shall not be removed for the appropriate minimum time, given in 24 hour days, after pouring the concrete. Cases not stated below shall be given in SABS 1200 GA.

Structural member or type of formwork	Weather	
	Hot or Normal	Cold
Mass concrete, walls, beam sides and columns	0,75	1,5
Slabs with props left under	4	7
Beam soffits with props left under and ribs of a ribbed floor	7	12
Slab props including cantilevers	10	17
Beam props including cantilevers	14	21

PSGA.9 CLAUSE 5.3 HOLES, CHASES, CONDUITS ETC.

No holes, chases, fixing blocks, pipes or conduits that are not in accordance with the drawings shall be made or inserted without the prior approval of the Engineer.

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PSGA.10 CLAUSE 5.4.1.4 PRESCRIBED MIX CONCRETE

Where called for on the drawings, prescribed mix concrete shall be in accordance with the following table, in which it is assumed that :

- a) the volume of a sack of cement (50kg) is 0,033m³.
- b) the fine aggregates contain 5% moisture and bulk in volume 22,5%.
- c) the water/cement ratio is by mass, thus the number of litres/50kg sack is 50 times the ratio, and is the extra water to be added.

If the fine aggregate it is intended to use is deficient in fine particle sizes, then it shall be blended with a fine sand in the ratio 67% : 33% coarse : fine sand, to give the total fine aggregate quantity stated.

Grade	Cement Sacks (No.)	Aggregate by Volume (m ³)		Max Agg Size (mm)	Nett Water/ Cement Ratio	Minimum 28 Day Cube Compressive Strength (MPa)
		Fine	Coarse			
A	1	0,7	0,11	22,0	0,42	30
B	1	0,08	0,12	22,0	0,46	25
C	1	0,10	0,13	22,0	0,52	20
D	1	0,13	0,16	22,0	0,60	15
E	1	0,17	0,24	37,5	0,70	10

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PSGA.11 CLAUSE 5.4.1.5 STRENGTH CONCRETE

Before the start of any concrete work, the Contractor shall supply the Engineer with samples of materials to be used if so called for and with written evidence that the mix designs proposed are satisfactory. Not less than 290kg of cement per m³ of finished concrete shall be used in grade 25/- and 30/- concrete.

Grade	Minimum 28 Day Cube Compressive Strength (MPa)	Maximum Nominal Size of Coarse Aggregate (mm)
30/22	30	22,0
30/19		19,0
30/13		13,2
25/26	25	26,5
25/22		22,0
25/19		19,0
25/13		13,2
20	20	Contractor's choice put 37,5 maximum unless otherwise specified
15	15	
10	10	

(For concrete subject to sulphate attack, refer SABS 0120: Section G : Part 3 : clause 1.3.3 and 2.1.1.2).

PSGA.12 CLAUSE 5.4.1.6 READY-MIXED CONCRETE

Ready mixed concrete may be used provided that:

- the prior approval of the Engineer is given.
- the supplier remains a Sub-Contractor to the Contractor.
- the supplier conforms in every respect to this specification.
- the Contractor himself still independently carries out all such testing as would have been undertaken had a ready-mixed concrete supplier not been employed.

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PSGA.13 CLAUSE 5.4.7 CURING AND PROTECTION

If curing compounds are used, they shall be white pigmented membrane types, complying with the appropriate requirements of ASTM C309. Such membranes shall not be applied to the surface of any construction joint not to any surface to later receive an applied finish.

PSGA.14 CLAUSE 5.4.8.2 CONCRETE SURFACES

(Specify here but preferably on the drawings, which concrete surfaces are to receive wood-floated, steel-floated, power-floated or special surface finishes and which surfaces are to be finished to other than Degree of Accuracy II).

PSGA.15 CLAUSE 5.4.8.3 UNIFORMED CONCRETE SURFACES**1. Wood-floated finish**

The surface shall first be given a finish as specified in clause 5.5.10.1 of SABS 1200 G and, after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

2. Steel-floated finish

The surface shall be treated as specified in (.1) above except that, then the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked into the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks. Sprinkling of cement and/or sand on to the surface to absorb moisture shall not be permitted.

3. Power-floated finish

The surface shall be treated as specified in (.1) above, except that the screeded surface shall be power-floated to produce a high quality dense, smooth, uniform surface free from trowel marks. Sprinkling of cement and/or sand on to the surface to absorb moisture shall not be permitted.

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4. Special surface finish

(Describe requirements of special surface finish and change clause title to suit. Specify also if sample panels are required).

PSGA.16 CLAUSE 6 TOLERANCES

(Specify here but preferably on the drawings, those structural elements or surfaces where Degree of Accuracy I is required).

PSGA.17 CLAUSE 7.1.2 FREQUENCY OF SAMPLING

For each grade of concrete, one set of samples shall be taken from each 5m³ of concrete placed in small members such as columns and isolated beams, and from each 20m³ of other concrete, subject to at least one set being taken in any week in which that grade of concrete is placed.

PSGA.18 CLAUSE 7.2.2 LABORATORY TESTING

The Contractor shall instruct the testing laboratory to forward a copy of the latest calibration certificate for the cube crushing machine, and a copy of all cube test results, to the Engineer. The test results shall be forwarded immediately after the test has been conducted, and shall specify the location of the concrete from which the sample was taken.

PSGA.19 CLAUSE 8 MEASUREMENT AND PAYMENT

This clause is omitted and payment will be made in accordance with the provisions of the Contract documents.

CONSTRUCTION OF MPISI MANUFACTURING HUB**PSC : SITE CLEARANCE****(Applicable to SABS 1200 C)****PSC 1 SCOPE**

Replace the first sentence of Sub-Clause with:

"This specification covers the work required for the general clearing of a site. It covers the removal of vegetation and boulders of size up to 0.15m³. It also covers the removal of surface obstructions, and the demolition and removal of structures (including their basements, if any) not directly associated with or incidental to any excavation.

PSC 3 MATERIALS**PSC 3.1 Disposal of Material**

Replace the second paragraph with:

"Tree trunks and branches of girth more than 0.15m but less than 0.5m shall be stripped of secondary branches, sawn into sections that are easily handled by two labourers and disposed of as directed.

Before commencing with the removal of trees with girth more than 0.5m, the Contractor shall determine whether the trees are of any commercial value to the Employer. If the trees are of no commercial value to the Employer, the Contractor shall commence as for trees with girth less than 0.5m.

All tree trunks and branches of trees with girth greater than 0.5m, that are of commercial value to the Employer shall be stripped of secondary branches, sawn into transportable lengths and stacked at designated sites. Such timber shall not be used by the Contractor for any purpose and shall remain the property of the Employer."

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PSC 5 CONSTRUCTION**PSC 5.1 Areas to be Cleared and Grubbed**

The Contractor shall obtain specific instructions from the Engineer before commencing cleaning operations and in the event of no instructions having been given before cleaning starts, no payment will be made for cleaning.

PSC 5.3 Clearing

Replace Sub-Clause (c) with:

c) "the removal of structures that encroach upon or may otherwise obstruct other work on the site that can be broken down by sledgehammer or can be cleared by means of a bulldozer of mass approximately 20 tonne and flywheel power approximately 130 kw (structures that cannot be so cleared shall be broken down in accordance with the requirements of 5.8 or the requirements for the removal and disposal of structures given in the project specifications);"

Replace Sub-Clause (d) with:

d) "the removal of all rocks and boulders of size up to 0.026m³ (approximately 80kg) that are lying on the surface to be cleared or exposed during the clearing operation;"

PSC 5.6 CONSERVATION OF TOPSOIL

The Contractor will be required to conserve topsoil during cleaning of the site on this project.

PSC 8 MEASUREMENT AND PAYMENT**PSC 8.2 Scheduled Items**

PSC 8.2.1 Clear and grub

Replace the second paragraph of the item's description with:

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"The rate shall cover the cost of clearing the surface and shall include the following as applicable;

removing boulders of size up to 0.15m³, grubbing of trees and tree stumps (except large trees and stumps as specified in 8.2.2 below);

backfilling of cavities left by the removal of the tree stumps; demolishing structures (except where otherwise provided for in the project specification)' removing, transporting (except where 8.2.9 is applicable), and disposing of material thus cleared, grubbed cut, and demolished.

Boulders over 0.15m³ will be dealt with as excavation in terms of the items scheduled for excavation in Clause 8 of the appropriate SABS 1 200 specification covering the particular excavation action.

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PSDA : EARTHWORKS (Small Works)

(Applicable to SABS 1200 DA)

PSDA 2 INTERPRETATIONS

PSDA 2.3 Definitions

Delete the sentence headed "Restricted excavation" and substitute the following :

"Restricted excavation - An excavation so restricted in area or width as to preclude removal of material by excavating machinery used for bulk excavation measured in terms of Sub-Clause 8.3.1(b). Restricted excavation may be carried out by smaller machinery or by hand, as selected by the Contractor.

Replace the definition "Borrow" with the following:

"Borrow material: Material, other than material obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorized widening of excavations. 'Borrow' shall have a corresponding meaning."

Add the following definitions:

"Fill: An embankment or terrace constructed from material obtained from excavations or borrow. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace.

Roadbed: The natural in-situ material on which the fill, or in the absence of fill, any pavement layers, are to be constructed."

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PSDA 3 MATERIALS**PSDA 3.1 Classification for Excavation Purposes****PSDA 3.1.1 Method of classifying**

Add the following:

"Classification of material other than 'soft excavation' shall be agreed upon before excavation may be commenced.

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."

PSDA 3.2 Embankments and Backfill**PSDA 3.2.3 Material Suitable for Replacing Overbreak in Excavations for Foundations (New Sub-Clause)**

Material for replacing overbreak shall comply to the requirements of 3.2.1 and shall be compacted to 93 percent of modified AASHTO maximum density.

PSDA 3.3 Materials for grassing (New Sub-Clause)**PSDA 3.3.1 Fertiliser/soil improvement material (New Sub-Clause)**

The type of fertiliser/ soil improvement material to be used shall be one or more of the following types and any other type of fertiliser/soil improvement material specified in the project specifications or prescribed by the Engineer.

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- (i) Soil-improvement materials such as dolomitic lime, basic slag, gypsum, superphosphate and agricultural lime.
- (ii) Fertilisers such as limestone ammonium nitrate, 2:3:2 (22) and 3:2:1(25)

PSDA 3.3.2 Grass cuttings (New Sub-Clause)

Grass cuttings shall be fresh cuttings of an approved type of grass with sufficient root material to ensure good growth.

PSDA 3.3.3 Grass sods (New Sub-Clause)

Grass sods shall be either nursery-grown as described below. The sods shall be harvested, delivered, planted, and watered within 36 hours unless otherwise authorised by the Engineer. The grass shall be free from noxious weeds and diseases. The sods shall be in moist soil not less than 30mm deep, and grass taken from the veld in moist soil not less than 50mm deep. The sods shall be of kikuyu grass, unless the use of an alternative has been approved by the Engineer. The grass shall have been grown specifically for sod purposes, mown regularly and cared for to provide an approved uniformity to the satisfaction of the Engineer. It shall be harvested by special machines manufactured for this purpose to ensure an even depth of cut with sufficient root material and soil.

PSDA 3.3.4 Topsoil (New Sub-Clause)

Topsoil shall be free from deleterious matter such as large roots, stones, refuse, stiff or heavy clays and seeds of noxious weeds, which will adversely affect its suitability for grass being planted.

Topsoil shall be taken from not deeper than 200mm from the surface.

PSDA 5 CONSTRUCTION**PSDA 5.1.1.1 Barricading and Lighting (Sub-Clause 5.1.1.1)**

Delete the Sub-Clause and substitute the following :

"Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered shall be;

CONSTRUCTION OF MPISI MANUFACTURING HUB

for excavation other than trenches :

- (a) adequately protected by a barrier or fence at least one metre high and as close to the excavation as is practicable; and
- (b) provided with amber warning lights or any other visible boundary indicators at night or when visibility conditions are poor.
- (c) inspected by watchmen employed by the Contractor to ensure that barricades and lights are effective at all times.

for trench excavations :

- (a) adequately protected by means of at least two horizontal double sided 'red/white' Chevron Tapes as supplied by Stromberg Safety Equipment Company or an equivalent approved by the Engineer. The tapes shall be stretched tightly between suitable supports along both sides and ends of the excavation at approximately 0,45 m and 1,25 m above the ground. The supports shall consist of poles or iron standards securely planted in solid ground so as to enclose the spoil and the excavations and shall be at not more than 10 m centres.
- (b) provided with red warning lights or any other visible boundary indicators at night or when visibility conditions are poor.
- (c) provided with a sufficient number of steel plates at least 2m x 1,20m x 8mm thick which may be laid across open excavated trenches to provide bridges for vehicles along the route of the work as and where may be considered necessary by the Engineer. Such plates shall be made available on Site at all times by the Contractor.
- (d) provided with protection for a private vehicular or a pedestrian crossing over an open trench. Such crossings shall be protected on each side by a stout two rail timber fence, at least 1m high, consisting of 150mm x 75mm deal verticals set 0,50m into the ground, with 75mm x 50mm rails securely nailed to them. Where deals or boards are used as bridges, they must be battened under-neath to prevent tipping. At least 4 lamps must be provided at each crossing. The spacing between lamps along an open trench shall be not greater than 10 metres. All lamps shall be kept in good order and shall be continuously lit from dusk to dawn and the Contractor shall employ a night watchman to ensure that the lamps remain lit.
- (e) provided with warning barriers in addition to the barricading and light requirements set out above, where construction is in, or across, public roads. The barriers shall comprise 225mm x 40mm timbers firmly fixed to heavy supports. The barriers shall be located at least 20m distance from the obstruction in the direction of traffic approaching from all sides.

CONSTRUCTION OF MPISI MANUFACTURING HUB

- (f) regularly inspected by a watchman employed by the Contractor to ensure that barricades, bridges, warning barriers and lights are effective at all times.

PSDA 5.1.1.2 Safeguarding of Excavations

- a) Substitute this clause with the following:

"The Contractor or his agent or representative appointed in writing by the Contractor shall be deemed to be the 'employer' as defined in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as published in the Government Gazette _ 15 117 Volume 4",

PSDA 5.2 **Methods and Procedures**PSDA 5.2.2 Excavation

Add to b):

"Where outside shuttering is ordered by the Engineer, excavation of not more than 600mm over the outside dimensions of the structure shall be deemed necessary for the fixing of outside formwork. This extra excavation and refilling, up to 600mm wide, where necessary is to be measured and paid for under quantities allowed for this purpose in the Schedule. Outside shuttering shall be used for the construction of all major structures unless ordered otherwise by the Engineer."

Delete the first sentence of c) and replace with:

"Each excavated surface on which or against which a permanent concrete structure will be placed shall be trimmed to ensure that there is no projection greater than 20mm into the excavated profile."

Add to g):

"The Contractor shall not spoil, waste or stockpile excavated material without approval."

PSDA 5.2.3.3 Backfill of Unavoidable Over-Excavation in Boulder Formation (New Sub-Clause).

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Add new Sub-Clause:

"Upon completion of an excavation in boulder formation, the excavation is to be backfilled, in part or 'in toto' as instructed by the Engineer, with approved material obtained from other excavations

or from borrow pits or with selected sandy material stabilised with 12 percent (by volume) of cement and compacted with mechanical tampers in accordance with the requirements of Sub-Clause 5.2.3.2 so as to achieve a 95 percent AASHTO density at OMC before being re-excavated to lines and levels shown on the drawings."

PSDA 5.2.5.3 Grass or other vegetation

Replace the sub-clause with:

"Before the Contractor proceeds with grassing or planting other vegetation as scheduled, he shall, without additional compensation, have the top 150mm of the prepared surface tested to determine the quantity and type of fertiliser which will be required for establishing proper growth conditions for the grass or vegetation. Only after approval by the Engineer of the nature and quantity of the fertiliser, may the Contractor proceed with the application thereof. the fertiliser shall be evenly applied over all the surfaces where grass or other vegetation is to be planted.

Grassing shall take place before crustification takes place on the prepared surface. In the case of crustification, the Contractor shall, at his own cost, scarify the topsoil and prepare the surface again as specified.

The method of establishing grass shall depend on the circumstances relating to each case, and the Engineer shall decide which method is to be used.

(i) The areas to be grassed shall, unless already wet, be thoroughly watered before the cuttings are planted to ensure that the soil will be uniformly wet to a depth of at least 100mm when the planting is done.

Kikuyu grass cuttings shall be evenly planted by hand at a rate of at least 70 grain bags of cuttings per hectare. Fresh cuttings only shall be used and any cuttings allowed to be dried out shall not be planted. Immediately after being planted, the grass cuttings shall be given copious watering, and, when sufficiently dry, shall be rolled with a light agricultural roller.

(ii) Sodding

Areas to be sodded shall be thoroughly watered beforehand so that it will be wet to a depth of at least 100mm during sodding. The surface shall be roughened slightly to ensure a good penetration of roots into the soil. Sods shall be protected against drying out and kept moist from the time of harvesting until they are finally placed.

CONSTRUCTION OF MPISI MANUFACTURING HUB

The first row of sods shall, where possible, be laid in a straight line, and if on a slope, laying the sods shall start at the bottom of the slope. The sods shall be butted tightly against each other, and care shall be taken not to stretch or overlap the sods. Where a good fit cannot be obtained, any intervening spaces shall be filled with topsoil. The next row shall be similarly placed tightly against the bottom row with staggered joints, and so on until the entire area has been covered with sods. On steep slopes, when instructed by the Engineer, the sods shall be held in position by a sufficient number of 20mm thick wooden stakes, approximately 300mm long.

The Contractor shall water the sods directly after they have been placed to prevent undue drying out. As sodding is completed, each section shall be lightly rolled and thoroughly watered.

(iii) Maintenance

The Contractor shall be required to maintain the grassed areas for two months after grassing or sodding took place. Any grass that fails to grow shall be replaced by the Contractor, at his own expense, with fresh grass until satisfactory growth is achieved.

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PSDB : EARTHWORKS (PIPE TRENCHES)**(Applicable to SABS 1200 DB)****PSDB 3 MATERIALS****PSDB 3.6 Materials for Reinstatement of Roads and paved Areas****PSDB 3.6.1 Materials For Reinstatement Of Roads And Paved Areas**

Delete the Sub-Clauses 3.6.1 and 3.6.2 and substitute :

"Material used in the reinstatement of roadways shall fall into either of the following categories :

(a) Foundation material recovered from the excavation of trenches across existing roadways which, if so instructed by the Engineer, shall be set aside and re-used as subbase material.

(b) New material which shall conform to the requirements of :

i) Clause 3.2.1 of SABS 1200 ME for the Subbase

ii) Clauses 3.2 and 3.3 of SABS 1200 MF for the Basecourse

PSDB 5 CONSTRUCTION**PSDB 5.1.2.3 Sloping ground**

Add to the sub-clause :-

"In the event of the Contractor having to use excavating plant where the slope of the terrain across the line of a proposed trench or the surface of the terrain through which a trench is to be excavated is such that, in the opinion of the Contractor, preparation of a suitable working platform, additional to that obtained by site

CONSTRUCTION OF MPISI MANUFACTURING HUB

clearing activity, is required, the Contractor shall, before commencing with site clearance for trenches, inform the Engineer where, in the Contractor's opinion, additional preparation of a working platform will be required.

The Engineer will then assess the necessity thereof and only on confirmation from the Engineer that additional preparation for a working platform is required, shall the Contractor proceed with the preparation of such a platform to the minimum requirements that would suit the Contractor's trenching equipment. It shall be understood that the Contractor may prepare a working platform without informing the Engineer, but shall do so at cost to the Contractor. An item has been included in the Schedule of Quantities for the preparation of such a working platform where agreed to by the Engineer."

PSDB 5.2 Minimum Base Widths

Add to the Sub-Clause :

"Trench sides shall be as near vertical as possible in order to minimise the quantity of backfill material and to avoid possible difficulties where pipelines have to be installed parallel to existing services, fences, hedges, etc."

PSDB 5.4 Excavation

Add to the end of the Sub-Clause :

"Where the pipe trench crosses surfaced roads, the Contractor shall neatly cut two parallel grooves into and through the "black top" before excavating between the grooves. The cost of this operation will be held to be covered in the general rates for excavation.

Should any portion of a pipe trench exceed the specified depth, the Contractor will be held responsible for any additional costs which may arise as a result of such over-excavation. Concrete filling or imported compacted backfill may be ordered by the Engineer in order to obtain the correct levels for the trench bottom."

PSDB 5.5 Trench Bottom

Add to the second paragraph:

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"Where the bottom of the trench is in water logged conditions, the Engineer may instruct the Contractor to lay a 200mm thick layer of 20mm graded stone under the pipes

(See PSLB 3.2.3)."

PSDB 5.6 Backfilling**PSDB 5.6.1 General**

Add:

"Notwithstanding the requirements of Sub-Clauses 5.6.1 and 5.6.6, no pipe joint or pipe fitting shall be covered by either the blanket fill or the main fill prior to the successful completion of the visual inspection and the pressure testing of the relevant section of the pipeline."

PSDB 5.6.3 Disposal of Soft Excavation Material

Replace the Sub-Clause with:

"Soft excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement by the pipe and importation, shall be disposed of along the trench servitude, at designated spoil areas or approved spoil areas furnished by the Contractor, as applicable. The requirements of SABS 1 200DA shall apply to overhaul and to freehaul."

PSDB 5.7.2 Areas Subject to Traffic Loads

Add to the Sub-Clause :

"for an extent of 1 m on either side of the carriageway at each crossing.

PSLB : BEDDING (PIPES)

(Applicable to SABS 1200 LB)

PSLB 3 MATERIALS**PSLB 3.3 Bedding**

Add to the Sub-Clause :

CONSTRUCTION OF MPISI MANUFACTURING HUB

The bedding for all rigid pipes laid under this Contract shall be of Class A , B or C as applicable and scheduled except that joint holes (pockets) shall be provided in the bedding, at each pipe joint and coupling. No sharp-edged stones shall be allowed to come into contact with either the pipes or the couplings (joints). No extra payment will be made for forming joint holes (pockets).

PSLB 3.4 Selection**PSLB 3.4.1 Suitable Material available from Trench Excavation**

Delete the Sub-Clause and substitute the following:

The excavation of a pipe trench shall comply with the requirements of Sub-Clause 5.4 of SABS 1200 DB, and the provisions of Sub-Clause 3.7 of SABS 1200 DB (in terms of which, for the purposes of providing bedding materials, the Contractor is not required to use selective methods of excavating) shall apply. Nevertheless the Contractor shall take every reasonable precaution to avoid burying or contaminating material that is suitable and is required for bedding or covering the pipeline. If, in the opinion of the Engineer, bedding material can be produced from the excavated material, the Contractor if so ordered by the Engineer, shall screen or otherwise treat the excavated material in order to produce material suitable for bedding (See also Sub-Clause 8.1.2.)

PSLB 5 CONSTRUCTION**PSLB 5.1 General****PSLB 5.1.1 Trench****PSLB 5.1.1.1 Width**

Replace the Sub-Clause with:

“The Contractor shall so excavate each trench that the width conforms to the requirements of Sub-Clause 5.2 of SABS 1200 DB and its project specification.”

PSLB 5.1.4 Compacting

When sand is used for the bedding of pipes and for backfilling over pipes the degree of compaction attained shall be 100% of modified AASHTO density.

PSLB 5.4 Concrete Casing to Pipes

Add to the Sub-Clause :

"Where concrete casing is ordered by the Engineer it is to be of 20/19 grade concrete with a minimum thickness of 150mm above the top of the pipe".

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1.3 Volume of Bedding Materials

Add to the Sub-Clause :

(c) The volume of bedding material shall be measured nett i.e. the volume of the pipe is to be deducted".

PSLB 8.2 Scheduled Items

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PSLB 8.2.1 Provisions of Bedding from Trench Excavation

"(i) Without the need for screening or other treatment:

(a) Selected granular material Unit : m³

(b) Selected fill material Unit : m³

The tendered rates shall cover the cost of acquiring, from any point along the trench excavation as may be selected by the Engineer, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material .

(ii) Including for screening and/or other treatment:

(a) Selected granular material Unit : m³

(b) Selected fill material Unit : m³

The tendered rates shall cover the cost of screening or otherwise treating excavated material, at any point along the trench excavation as may be selected by the Engineer, in order to produce bedding that complies with the relevant specification, delivering it to points alongside the trench, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displaced material.

NOTE : The tendered rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline".

PSLB 8.2.1 Supply only of bedding by importation

CONSTRUCTION OF MPISI MANUFACTURING HUB

PSLB 8.2.2.1 From other necessary excavations

Delete the Sub-Clause and substitute the following :

"(i) Without the need for screening or other treatment:

(a) Selected granular material Unit : m³(b) Selected fill material Unit : m³

The Tendered rates shall cover the cost of acquiring from other necessary excavations bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material.

(ii) Including for screening and/or other treatment:

(a) Selected granular material Unit : m³(b) Selected fill material Unit : m³

The Tendered rates shall cover the cost of screening or otherwise treating excavated material from other necessary excavations as may be selected by the Engineer, in order to produce bedding that complies with the relevant specification, delivering it to points alongside the trench, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displaced material.

NOTE : The tendered rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline".

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PSLB 8.2.2.2 Supply only of bedding by importation from borrow pits

Delete the Sub-Clause and substitute the following :

"(i) Without the need for screening or other treatment:

(a) Selected granular material Unit : m³(b) Selected fill material Unit : m³

The Tendered rates shall cover the cost of acquiring from designated borrow pits or Engineer approved borrow pits selected by the Contractor, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material. Freehaul, regardless of distance, shall apply to designated borrow pits indicated at the time of tender and 0,5km freehaul shall apply to designated borrow pits located after the award of the Contract which are located further away than previously identified designated borrow pits. All haulage from borrow pits identified by the Contractor and approved by the Engineer shall be regarded as freehaul.

(ii) Including for screening and/or other treatment:

(a) Selected granular material Unit : m³(b) Selected fill material Unit : m³

The Tendered rates shall cover the cost of screening or otherwise treating excavated material acquired from designated borrow pits or Engineer approved borrow pits selected by the Contractor, in order to produce bedding that complies with the relevant specification, of delivering it to points alongside the trench, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displaced material. Freehaul, regardless of distance, shall apply to designated borrow pits indicated at the time of tender and 0,5km freehaul shall apply to designated borrow pits located after the award of the Contract which are located further away than previously identified designated borrow pits. All haulage from borrow pits identified by the Contractor and approved by the Engineer shall be regarded as freehaul.

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NOTE : The Tendered rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline.

Payment for opening and closing of borrow pits for the acquisition of bedding material shall only be considered if these borrow pits were specifically opened for that purpose. If bedding material is obtained from other designated borrow pits opened for other purposes, the cost of opening and closing of those borrow pits will be paid elsewhere."

PSLB 8.2.4 Encasing of pipes in Concrete

Delete the fifth and sixth lines and substitute the following :

"encasing the pipe in concrete including the cost of formwork, (if any), etc., and the cost of formwork to form flexible joints at 2,4m centres along the length of the pipeline, or, if instructed by the Engineer, on either side of collars, couplings, joints, etc."

PSLB 8.2.5 Overhaul of Material for Bedding Cradle and Selected Fill Blanket

Replace the wording of the sub-clause with:

i) Overhaul for Plant

a) Limited overhaul (provisional)

Unit : m³

b) Long overhaul (provisional)

Unit : m³.km

Items (a) and (b) above are applicable only when the appropriate information of that set out in 5.2.6.1(b) was not available to the Contractor at the tendering stage.

Volumes will be computed from the designated dimensions. No allowance will be made for bulking. Long overhaul distances will be measured to the nearest 0.1km from the end of the limited overhaul range, in one direction only, by the shortest practicable route. Material measured for overhaul under (b) above will also be measured under (a) above.

Add the following:

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"No overhaul shall apply to material from commercial sources or to material disposed of to sites provided by the Contractor or by other means employed by the Contractor.

PSLB 8.2.5 Stone Bedding (New Sub-Clause)

Unit : m³

"The tendered rate shall cover the Contractor's cost of the supply and lay of the specified thickness of stone bedding where ordered and shall include all labour, plant, equipment and material required for this operation."

PSLE : STORMWATER DRAINAGE

(Applicable to SABS 1200-LE)

PSLE 3 MATERIALS**PSLE 3.1 Culvert units and pipes**

a) Precast Concrete Pipes

Add to the Sub-Clause :

"The pipes shall be of reinforced concrete to the appropriate D loading, as indicated on the drawings or tabulated in the Schedule of Quantities".

d) Wherever required, skew ends may be cut on Site.

PSLE 3.4 Manhole, catchpits and accessories

PSLE 3.4.1 Bricks

Add to the Sub-Clause :

"Cement bricks complying with the relevant requirements of SABS 1215 bricks shall be considered as being acceptable".

CONSTRUCTION OF MPISI MANUFACTURING HUB

PSLE 3.6 Concrete (New Sub-Clause)

Add new Sub-Clause :

"Concrete shall comply with the relevant requirements of SABS 1200 G : Concrete(Structural) or SABS 1200 GA : Concrete (Small Works) as relevant to the Project Specifications."

PSLE 5 CONSTRUCTION**PSLE 5.2 Bedding and laying****PSLE 5.2.2 Pipe Culverts**

Add to the Sub-Clause :

"The bedding for stormwater pipes shall be to the requirements of Class C of SABS 1200 LB (Bedding)".

PSLE 5.2.3 Concrete Encasement of Pipelines

In second line of the Sub-Clause substitute "15Mpa/19mm" for "prescribed mix 15".

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PSLE 5.2.5 Portal and rectangular culverts

c) Placing of upper portion

In fifth line add "300mm wide" between "blanket" and "placed".

In seventh line substitute "10Mpa/19mm" for "prescribed of mix 10".

PSLE 5.5 Catchpits, manholes, inlets and outlet structuresPSLE 5.5.3 Plaster

Preface the Sub-Clause with the following sentence :

"All catchpits are to be constructed in brick which are then to be plastered internally".

PSLE 5.6 Culverts on Steep Gradients

In fourth line substitute "10 Mpa/37.5m" for "prescribed mix 10" and in the seventh line substitute "15Mpa/19" for "prescribed mix 15".

PSLE 5.8 Open Drains

Add new Sub-Clause :

"Where open drains form part of the road prism, excavation for open drains shall be measured as "cut" in SABS 1200 DM.

Open drains are to be constructed to the details shown on the drawings, or as directed by the Engineer, to the correct line, level and cross-section. The material excavated from open drains shall be used as embankment or wasted to spoil as directed by the Engineer.

Open drain excavation shall include all excavation required for constructing a channel as per drawing. Any excavation required for constructing a channel with a bottom width of 4m or more, or a V-shaped channel with side slopes equal to or flatter than 1:4, or where the width at the top exceeds 5m, shall be classed as "cut" and shall be measured and paid for under the appropriate SABS 1200 Standardised Specification.

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Measurement of open drain excavation shall be calculated from natural ground level or finished earthworks level, whichever is the lesser and payment will be made on a rate per m³ basis irrespective of depth ."

PSLE 5.9 Stone Pitching (New Sub-Clause)

Add new Sub-Clause :

"Where ordered by the Engineer, open drains, stormwater outlets, etc., shall be pitched with stone. Stone for pitching shall be of good, sound, durable rock of good shape and face, with a minimum size of 100 x 100 x 75mm deep. Before pitching is commenced, all slopes and surfaces to receive pitching shall be carefully trimmed and dressed to the correct lines and grades. The pitching stones are to be laid with joints broken as much as possible and are to be hammered solid into position to present a regular and uniform surface. All joints are to be grouted to their full depth in 4:1 cement mortar.

Payment for stone pitching will be made at a rate per m² of nett finished area and the tendered rate is to include for all trimming and dressing of the excavation, laying of the stone and grouting of the joints".

PSLE 5.11 Cutting of Pipes (New Sub-Clause)

Add new Sub-Clause :

"As far as is possible culvert lengths shall be such that pipe units need not be cut. Should any straight or skew cuts be necessary such cutting will not be measured and paid for separately in terms of Sub-Clause 8.2.4 since all additional work required in cutting the pipes as well as the wasted pipe ends shall be regarded as being included in the payment (per linear m) for the supply, lay, joint, bed and test of the relevant pipe culverts, as per Sub-Clause 8.2.1".

PSLE 5.13 Lifting and relaying of existing pipes (New Sub-Clause)

"Where shown on the drawings and where scheduled, existing pipes that are to be removed shall be lifted and the materials recovered as far as is practicable. The pipes shall be removed from the excavation and placed in the Contractor's site store where they shall be cleaned, stored and listed. The pipes shall be inspected for any visible signs of distress.

Where recovered pipes are to be relayed, the Contractor shall check the dimensions and jointing configuration of the pipes. If these correspond to the dimensions of the new pipes supplied by the Contractor then the existing pipes may be used in conjunction with the new pipes. If the existing pipes are not compatible with the new pipes supplied by the Contractor, then the existing pipes shall only be used in situations where joining with the new pipes is not required."

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PSLE 5.14 Banks and Dykes (New Sub-Clause)

"Mitre banks, catch water banks and dykes shall be constructed of approved soil or gravel obtained from open-drain excavation or, if no suitable material can be obtained from that source, from suitable alternative sources, and be placed in such a way that the water will flow on the natural ground and against the bank.

Banks and dykes shall be properly compacted in layers not exceeding 150mm in thickness, unless thicker layers approved by the Engineer.

If so preferred by the Contractor and approved by the Engineer, mitre banks may also be constructed of hand-packed stone, provided that the interstices are filled with an approved cohesive soil."

PSLE 8 MEASUREMENT AND PAYMENT**PSLE 8.1 General**

Delete the last sentence and replace with:

"Bedding shall be scheduled in the section of the Schedule of Quantities covering storm water drainage."

PSLE 8.2 Scheduled Items**PSLE 8.2.1 Supply and lay concrete pipe culverts**

Delete the title of the Sub-Clause and substitute :

"Supply, lay, joint, bed and test pipelines"

Add to the Sub-Clause :

"The bedding shall be Class C".



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Add to the Sub-Clause :

"The tendered rates shall cover the cost of providing the pipes and the cost of laying, bedding, jointing, making connections into manholes and testing the pipeline".

PSLE 8.2.8 Supply and Install Manholes, Catchpits and the Like

Delete the words "but excluding excavation and backfilling which will be measured separately" and replace with "including dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavations (See subclause 8.2.3 of SABS 1200DB)".

PSLE 8.2.14 Excavation for open drains in all materials. (New Sub-Clause)

a) Excavated material used for embankment. Unit : m³

The tendered rate shall include full compensation for the excavation of the material to the required lines and levels, hauling and using the material in embankments or fills as required.

b) Excavated material to spoil Unit : m³

The tendered rate shall include full compensation for the excavation of the material to the required lines and levels, hauling and disposing of the material as directed.

PSLE 4.2 **Extra-over PSLE 4.1 for:**

a) Intermediate excavation Unit : m³

b) Hard rock excavation Unit : m³



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PSLE 4.3 Construct Catch water Mound (New Sub-Clause 8.2.14)

Unit : m

The tendered rate shall include full compensation for procuring, finishing, placing, watering, compacting, shaping and trimming the material in the catch water mound in accordance with the authorised dimensions.

PSLE 4.4 Joining into existing manholes, junction boxes and stormwater catchpits (New Sub-Clause 8.2.15)

Unit : No.

The unit rate shall include for full compensation for all demolition and for loading, transporting and disposing of the products of the demolition required, and full compensation for building in the new stormwater connection in accordance with the specifications.

PSME: BASE

(Applicable to SABS 1200 ME)

PSME 3 MATERIAL**PSME 3.5 Selection****PSME 3.5.1 General Selection**

Replace the sub-clause with:

"Natural Gravel for use as material for the base course can be obtained from the nearest approved quarry. If the Contractor so wishes, he may locate other suitable sources which comply with the requirements of Clauses 3.2.1 and 3.2.2. In addition he shall obtain approval for the materials and the sources:-

- a) before commencing construction and

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b) during construction whenever the physical properties of the materials being exposed in borrow pits or obtained from commercial sources differ appreciably from the properties of the material previously approved".

PSME 5 CONSTRUCTION**PSME 5.2 Excavation****PSME 5.2.2 Borrow pits**

Insert the words "designated by the Engineer and" between the words "pits" and "established" in the first line.

PSME 5.4 Placing and Compacting**PSME 5.4.3 Placing**

Replace the second sentence with:

"The material shall be dumped on the road and then spread by means of motor graders over the full width of the layer shown on the drawings and to such depth that after compaction the thickness of the layer is true to elevation, grade and cross section.

Add to the sub-clause:

"The thickness of the sub-base shall be as stated in the Schedule of Quantities."

PSME 5.4.4 Compaction

PSME 5.4.4.1 Replace the second sentence of the second paragraph with:

"During compaction the required shape and cross section shall be maintained, and all holes, ruts, and depressions shall be corrected by frequent balding with a motor grader."

PSME 5.7 Transport

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PSME 5.7.1 Freehaul

Replace the sub-clause with:

The relevant provisions of Sub-Clause PSDA 5.2.6.1 of these project Specifications shall apply to freehaul.

PSME 5.7.2 Overhaul

Replace the Sub-Clause with:

The relevant provision of Sub-Clause PSDA 5.2.6.2 of these project Specifications shall apply to overhaul.

PSME 8 MEASUREMENT AND PAYMENT**PSME 8.1 Basic principles**

Insert a semi-colon in the first line of paragraph (b) after the words ".... will be paid for once only" and delete the rest of the paragraph.

Amend paragraphs (c) and (d) as follows:

c) "that except as provided for in (d) below, the free-haul shall be as stipulated in PSDA 5.2.6.1 of these project specifications";

and

d) "that in the case of material from a commercial source or from borrow pits selected by the Contractor, no additional payment will be made for the class of excavation, method of processing (except stabilizing), or overhaul in the case of plant based construction. Where Labour Intensive construction methods are used, the Contractor shall arrange the tipping of the material so that the distances hauled while spreading the material by hand falls within the freehaul parameters."

PSME 8.3 Scheduled Items

CONSTRUCTION OF MPISI MANUFACTURING HUB

PSME 8.3.2 Construct the subbase course/shoulders/gravel wearing course with material from designated excavations

Replace the payment description of sub item (a) with the following:

"The Tendered rate for (a) shall provide full compensation for excavating and selecting subbase material, for loading and transporting the material within the free-haul distance, and for either placing the material on the road or stockpiling the material for later use. Where material is stockpiled, the tendered rate shall include for shaping and grading the stockpile such that it is free-draining."

PSME 8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas

Add the following to the payment description paragraph:

"This item shall also be applicable to the construction of subbase course/ shoulders/gravel wearing course with material from approved borrow pits selected by the Contractor."

PSME 8.3.9 Overhaul

Replace the wording of the sub-clause with:

i) Overhaul for Plant

a) Limited overhaul (provisional) Unit : m³

b) Long overhaul (provisional) Unit : m³.km

Items (a) and (b) above are applicable only when the appropriate information of that set out in 5.2.6.1(b) was not available to the Contractor at the tendering stage.

Volumes will be computed from the designated dimensions. No allowance will be made for bulking. Long overhaul distances will be measured to the nearest 0.1km from the end of the limited overhaul range, in one direction only, by the shortest practicable route. Material measured for overhaul under (b) above will also be measured under (a) above.

Add the following:

"No overhaul shall apply to material from commercial sources or to material disposed of to sites provided by the Contractor or by other means employed by the Contractor."

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PB. PROJECT SPECIFICATION: BRICKWORK**PB.1 BRICKWORK**

Brickwork shall be built in stretcher bond. Unless legitimately required to form bond, no false headers shall be used.

English bond shall be used where specifically so indicated or where stretcher bond is not practicable.

Brickwork, unless otherwise described shall be built in Class II mortar.

Bricks shall be laid on a solid bed of mortar and all joints shall be grouted up solid.

The brickwork shall be carried up in a uniform manner, no part being raised more than 1.2 m above adjoining work.

Where necessary, bricks shall be wetted before being laid and the course of bricks last laid shall be well wetted before laying a fresh course upon it.

Masonry Walling shall be constructed in accordance with SABS 0249. Walls in thickness of more than one skin shall have at least five wire ties per square metre. Linings to concrete, unless otherwise specified, shall be tied to the concrete with at least five wire ties per square metre

Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free from mortar droppings or other undesirable matter.

PB.2 WIRE TIES FOR BLOCKWORK

Wire ties shall be of galvanised steel of the single wire type for solid walls and either the "Butterfly" or Modified PWD type for hollow walls. Ties shall be of sufficient length to allow not less than 75mm of each end to be built into brickwork or embedded in concrete.

PB.3 BRICKWORK REINFORCEMENT

Brickwork reinforcement shall be manufactured from hard drawn steel wire conforming to BS 785 and shall consist of two 2.8 mm diameter main wires with 2.5 mm diameter cross wires at 300 mm centres welded at intersections.

Brickwork reinforcement shall be lapped not less than 300 mm at end joints and for a length equal to the width of the widest reinforcement at intersections.

PB.4 FACE BRICKWORK

Face brickwork shall be built in stretcher bond, unless otherwise specified, to a true and fair face. Perpend shall be accurately kept.

Facing bricks shall be sorted to ensure that proper mixing of the bricks within the colour range or each facing brick being used is obtained.

PB.5 MORTAR

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Mortar shall comply with the following table:

1		2	3	4
Mortar Class		Portland Cement Kg	Lime l	Sand (measured loose and damp) l. max
I		50	0 - 10	130
II		50	0 - 40	200
III		50	0 - 80	300

Mortar shall be Class II unless otherwise specified.

Mortar plasticizers may only be used with the approval of the Project Manager / Engineer.\

The materials shall be mixed dry until of uniform colour, water added and the mixture turned over until the ingredients are thoroughly incorporated.

Mortar shall be produced in such quantities as can be used before commencement of set and no mortar that has set shall be used.

PB.6 HANDLING AND CLEANING OF BRICKWORK

Bricks shall be carefully unloaded and handled to prevent chipping and breakage by mechanical means wherever possible. Bricks shall be stacked on prepared level areas to ensure that the stack is stable and the top of each stack protected from staining or marking.

Finished brickwork must be adequately protected where necessary to avoid damage or disfigurement during building operation and in particular arises around openings must be protected to avoid chipping.

Complete brickwork must be suitably cleaned of all smears left on the faces from mortar dropping, etc, washed down and left in a condition to the approval of the Principal Agent.

PB.7 ELECTRICAL SERVICES TO BRICKWORK

All conduits, boxes, distribution boards, etc will be fixed by the Electrical Contractor, but the contractor must include in his rates for chasing and/or building in of conduits, cutting and fitting brickwork around all conduits, boxes, distribution boards, etc or forming of leaving recesses, holes, etc and filling solid in class ii mortar, chases pockets etc as the work proceeds.

Chasing will only be permitted under extreme circumstances.

PB.8 MEASUREMENT AND PAYMENT

This clause is omitted and payment will be made in accordance with the provisions of the Contract Documents

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C3.4.3 HEALTH & SAFETY SPECIFICATION

The Health & Safety Specification has been prepared by the Employer.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MPISI MANUFACTURING HUB**1. Interpretations****1.1 Application**

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

1.2 Definitions

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

2. MINIMUM ADMINISTRATIVE REQUIREMENTS**2.1 Notification of Intention to Commence Construction Work**

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

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

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included. See Annexure B.

2.3 Competency for Contractor's Appointment Competent Persons

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

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

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

2.5 Occupational Health and Safety Policy & Asbestos

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

Asbestos

If the contractor intends to carry out any work with asbestos, the appointed contractor for the construction of the hall is required to appoint a registered asbestos remover/contractor to handle all asbestos work.

2.6 Health and Safety Organogram

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

2.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

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

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



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

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

2.8 Health and Safety Representative(s)

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

2.9 Health and Safety Committees

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

2.10 Health and Safety Training**2.10.1 Induction**

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

2.10.2 Awareness

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

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2.10.3 Competency

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

2.10.4 Rules of conduct

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

YOU MAY NOT:

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

2.11 **General Record Keeping**

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

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Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.12 Inspection of equipment and tools.

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

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

2.13 Health & Safety Audits, Monitoring and reporting

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

& safety files, available on request.

2.14 Emergency Procedures

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

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

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

2.15 First Aid Boxes and First Aid Equipment

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

2.16 Accident/Incident Reporting and Investigation

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

2.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as Ziinzame Consulting Engineers of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.18 Personal Protective Equipment (PPE) and Clothing

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

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

The above procedure applies to Sub Contractors and their contractors as they are all employers in their own right.

2.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage including but not limited to “no unauthorised entry, report to site office, site office, beware of overhead work, hard hat area”. Signage shall be posted up at all entrances to site as well as on site in strategic locations

e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.20 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Principal Contractor when appointing other Contractors as ‘Sub-contractors’, shall ensure compliance.

2.21 Physical Requirements**2.22 Excavations, Shoring, De watering or Drainage**

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

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the employees.

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- d) Excavated material shall be placed as far as possible from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation.
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible persons at all times.
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring.

2.23 Edge Protection and penetrations

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

2.24 Piling

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

2.25 Stacking of Materials

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

2.26 Speed Restrictions and Protection

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

2.27 Hazardous Chemical Substances (HCS)

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

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2.27 Plant and Machinery**2.28 Construction Plant**

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

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

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

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

2.29 Fire Extinguishers and Fire Fighting Equipment

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

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2.30 Hired Plant and Machinery

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

2.31 Formwork and Support work for Structures

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

2.32 Lifting Machines and Tackle

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

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

2.33 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

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2.34 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.35 Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make employees are aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round.
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used.

(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.36 High Voltage Electrical Equipment

No high voltage electrical equipment is present on under or above the construction area.

2.37 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up and that shall not be in the only measure taken.

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Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.38 Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.
3. Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.39 Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the Road Traffic Signs to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

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2.40 Occupational Health**2.41 Occupational Hygiene**

Exposure of employees to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.42 Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 employees), showers (1 for every 15 employees), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for employees to store personal belongings and personal protective equipment. Employees should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.43 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records

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C4. SITE INFORMATION

C4.1 DRAWINGS

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Drawing Number	Description	Revision	Size
Architectural Drawings			
138_F- NDP 00 - ARC - LES 001	ADMIN BUILDING: FLOOR PLAN AND ELEVATIONS	B	A1
138_F- NDP 00 - ARC - LES 002	ADMIN BUILDING: ELEVATIONS AND DETAILS	B	A1
138_F- NDP 00 - ARC - LES 003	MANUFACTURING PLANT CANOPY - (BAG BREAKER) FLOOR PLAN & ELEVATION	B	A1
138_F- NDP 00 - ARC - LES 004	MANUFACTURING PLANT CANOPY - (BAG BREAKER) ELEVATION & TYPICAL SECTIONS	B	A1
138_F- NDP 00 - ARC - LES 005	MANUFACTURING PLANT EQUIPMENT (BAG BREAKER)	B	A1
138_F- NDP 00 - ARC - LES 006	WORKERS FACILITY: FLOOR PLAN AND ELEVATIONS	B	A1
138_F- NDP 00 - ARC - LES 007	WORKERS FACILITY: SCHEDULES AND NOTES	B	A1
138_F- NDP 00 - ARC - LES 008	STORAGE BUILDING: FLOOR PLAN, ELEVATIONS AND TYPICAL SECTIONS	B	A1
Civil Drawings			
138_F- NDP 01 - EWS - KPN 001	EARTHWORKS LAYOUT	B	A1
138_F- NDP 01 - EWS - SDE 001	TYPICAL SECTIONS	B	A1
138_F- NDP 01 - EWS - SDE 002	TYPICAL SECTIONS AND LAYERWORK DETAILS	B	A1
138_F- NDP 01 - SDP 001	SITE DEVELOPMENT PLAN AND CIVIL SERVICES LAYOUT	B	A1
138_F- NDP 01 - STD 001	STORM WATER STANDARD DETAILS	B	A1
138_F- NDP 01 - STD 002	SEWER STANDARD DETAILS	B	A1
138_F- NDP 01 - STD 003	10 KL ELEVATED JOJO TANK STAND STANDARD DETAILS	B	A1
138_F- NDP 01 - STD 004	TYPICAL FENCING ELEVATION, SECTIONS AND DETAILS	B	A1
Structural Drawings			
138_F- NDP 00 - STR 001	ADMINISTRATION BUILDING: FOUNDATION LAYOUT AND DETAILS	B	A1

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Drawing Number	Description	Revision	Size
138_F- NDP 00 - STR 002	ADMINISTRATION BUILDING: FLOOR SLAB LAYOUT AND DETAILS	B	A1
138_F- NDP 00 - STR 003	WORKER FACILITY: FOUNDATION LAYOUT AND DETAILS	B	A1
138_F- NDP 00 - STR 004	WORKER FACILITY: FLOOR SLAB LAYOUT AND DETAILS	B	A1
138_F- NDP 00 - STR 005	WORKER FACILITY: ROOF LAYOUT AND PORTAL SECTION	B	A1
138_F- NDP 00 - STR 006	WORKER FACILITY: SECTIONS AND DETAILS	B	A1
138_F- NDP 00 - STR 007	BLOCK MANUFACTURING PLANT: FOUNDATION LAYOUT AND DETAILS	B	A1
138_F- NDP 00 - STR 008	BLOCK MANUFACTURING PLANT: FLOOR SLAB LAYOUT AND DETAILS	B	A1
138_F- NDP 00 - STR 009	BLOCK MANUFACTURING PLANT: PORTAL STRUCTURE ROOF LAYOUT	B	A1
138_F- NDP 00 - STR 010	BLOCK MANUFACTURING PLANT: PORTAL FRAME SECTION AND DETAILS	B	A1
138_F- NDP 00 - STR 011	BLOCK MANUFACTURING PLANT: PORTAL FRAME TYPICAL DETAILS	B	A1
138_F- NDP 00 - STR 012	BLOCK MANUFACTURING PLANT: WET YARD FLOOR SLAB AND DETAILS	B	A1