

**REQUEST FOR QUOTATION (RFQ)**

*The Department of Sport, Arts and Culture in the Province of KwaZulu-Natal hereby invites suitably qualified suppliers/and or services providers to submit quotations for the following bid(s):*

Description of Goods /Services:	THE CONSTRUCTION OF A COMBO COURT AT SISIZAKELE SPECIAL SCHOOL IN JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT MUNICIPALITY			
requirement/ eligibility:	CIDB grading – 2CE or higher			
Requisition Number:	DSAC 4088			
Evaluation Criteria	Price Points: 80	Specific/ RDP goals Points: 20	Functionality: YES	Local Content: YES
Allocation of Specific/ RDP goals 20 points	HDI owned – Race = 4 points	Gender (women) owned = 6 points	Owned by People with disability = 4 points	Youth = 6 points
	100% = 4	100% = 6	100% = 4	100% = 6
	≥51% = 2	≥51% = 3	≥51% = 2	≥51% = 3
	<51% = 0	<51% = 0	<51% = 0	<51% = 0
Briefing Meeting	Date: 21/11/2024	Time: 10H00	Venue: SISIZAKELE SPECIAL SCHOOL	
Submission details: Closing Date &Time	November 29, 2024.at 12h00			
	Hand deliver at Department of Sport, Arts and Culture offices, Heritage House, 222 Jabu Ndlovu Street, Pietermaritzburg, 3200			
General/SCM enquiries	Mawonga Mazibuko Tel: 078 708 5953 or Mazibukom@kzndsac.gov.za			
NAME OF BIDDER/ COMPANY NAME				
TOTAL PRICE OFFER (INCL. VAT)	R _____			
CONTACT DETAILS OF THE BIDDER	Contact Name:			
	Email Address:			
	Contact Number:			
CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION NUMBER				

## TERMS AND CONDITION

1. The Department of Sport, Arts and Culture requires the item(s)/service(s) described as per attached price quotation invitation, and you are requested to complete the documents and to submit it in accordance with the under-mentioned stipulations.
2. Request for Quotation (RFQ) documents are attached.
3. The KZN Department of Sport, Arts and Culture reserves the right to award the quotation in whole or in parts to multiple suppliers. Quoted prices may be further negotiated with the lowest suppliers.
4. Completed quotation document(s) must be deposited in the quotations box situated as indicated on the bid document.
5. The validity period of the above quotation should at least no less than thirty (30) days from the closing date.
6. The invitation is opened to all suppliers registered on the Central Supplier Database (CSD).
7. The Department of Sport, Arts and Culture is prohibited from doing business with any entity whose directors, members, shareholders
8. The Department of Sport, Arts and Culture reserves the right not to make any appointment. The department is not compelled to accept the lowest or any quotation.
9. Late quotations will not be considered, faxing time and posting date of quotations will not be considered as valid proof of submitting before the closing date.
10. It is the responsibility of the supplier to ensure that quotations are submitted to the correct address, fax and e-mail before the closing date and time.
11. A valid Tax Compliance Status PIN must be submitted with the bid documents in order to enable the department to verify the tax compliance status on SARS' eFiling platform if needs be. The onus is on the supplier to ensure that it is Tax compliant when submitting an offer.
12. The bidders are to **submit** Valid B-BBEE information in order to score points for specific/ RDP goals i.e. original/ certified copy of certificate or sworn affidavit (*attached templates*) and complete SBD 6.1 (**failure will result in NO scoring**)
13. Delivery of ~~goods and/or~~ services must take place on the stipulated delivery date and according to specification. Any deviation from specification is not acceptable unless authorized by the department prior to actual delivery taking place.
14. **With regards the following goods and services:**
  - 14.1 Furniture and Sport Equipment/Attire: SBD 6.2 and Annexure C;
  - 14.2 Transport Service – Roadworthy Certificates, PDPs and Proof of Liability Cover;
  - 14.3 Medical Service – License Certificate, Certificate of Compliance and Operator Tokens;
  - 14.4 Insurance Cover – Certificate issued by the Financial Services Board with FSP number; and
  - 14.5 Cleaning Service – National Cleaning Contractors Association, Bargaining Council, and proof of removal and disposal of She bins by an accredited service provider
  - 14.6 Security Service – PSIRA Registration Certificate for the Company and Owner.
  - 14.7 Construction Works – Proof of CIDB registration & grading
15. General Conditions of Contract (GCC) – **NON-RETURNABLE**

\_\_\_\_\_  
**SCM Clerk: Supply Chain Management**

**Date:** \_\_\_\_\_

## ANNEXURE A

### BILL OF QUANTITIES

TECHNICAL ENQUIRIES/ DELIVERY INFORMATION		
NAME OF DIRECTORATE/ COMPONENT:	INFRASTRUCTURE DEVELOPMENT AND PLANNING	
DELIVERY DETAILS (ADDRESS AND DATE/ TIME)	HERITAGE HOUSE 222 JABU NDLOVU STREET PIETERMARITZBURG, 3201	
OTHER REQUIREMENTS (State)		
CONTACT DETAILS: NAME	EMAIL ADDRESS	Contact Number
Vezi Qwabe	<a href="mailto:Vezi.Qwabe@kzndsac.gov.za">Vezi.Qwabe@kzndsac.gov.za</a>	065 662 1466

**Attached BOQ**

*Total inclusive of all taxes to be transferred to page 1 of invitation/ request to quote.*

**THE FOLLOWING MUST ALSO BE FURNISHED**

DELIVERY DATE: \_\_\_\_\_

VALIDITY PERIOD OF QUOTATION: \_\_\_\_\_

**PLEASE TICK ✓ THE RELEVANT FIELD**

ARE PRICES QUOTED FIRM:	YES		NO	
SUBMISSION OF B-BBEE STATUS LEVEL CERTIFICATE OR SWORN AFFIDAVIT:	YES		NO	
VALID TAX COMPLIANCE STATUS PIN:	YES		NO	

VAT REGISTRATION: IF YOU ARE A VAT VENDOR

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IS THIS OFFER STRICTLY TO SPECIFICATION? IF NOT, GIVE VARIATION	YES		NO	
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**VARIATION:**

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*IF SPACE IS INSUFFICIENT, ATTACH DETAILS (1 PAGER)*

**SECTION C: QUOTATIONS FOR SERVICES (courses/workshops etc.)**

The following information must be submitted on a separate schedule

- (a) Operational plan/methodology/approach;
- (b) Breakdown of costing;
- (c) Curriculum Vitae of course/workshop facilitators; and
- (d) References - work experience

**SECTION D: KINDLY USE COMPANY STAMP AND SIGN SECTION D:**

Name and Surname (*Please print*):

\_\_\_\_\_

Delivery address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_.

Capacity: \_\_\_\_\_

COMPANY STAMP
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## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES** **NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Names	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES** **NO**

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES** **NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF**

**PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING  
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO  
BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

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<sup>2</sup> 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.

## 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	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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, 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:

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

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

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.**

***(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)
RACE	#	4		
GENDER (WOMAN)	#	6		
PLD	#	4		
YOUTH	#	6		

#### 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 –

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) 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, 2022, 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, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such quotes with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for quotes 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 South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. 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:

Description of Services works or goods	Stipulated minimum threshold
Office and Laboratory Furniture	85%
Steel	100%
Melamine office desks with drawers	70%
High back upholstered chair with arms on 5 star base	65%
General-Purpose Steel cupboards with shafts	100%
Clothing PPE (Both EPWP and Signage)	100%
Gabions	100%
Signage	100%
Guardrails	100%
Reinforcing	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
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- 3.1 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 SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.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	

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

4. 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 AO/AA provide directives in this regard.

**Annexures of SBD 6.2 Local Production and Content**

SATS  
1286.2011

**Annex C**

**Local Content Declaration - Summary Schedule**

- (C1) Tender No.  
(C2) Tender description:  
(C3) Designated product(s)  
(C4) Tender Authority:  
(C5) Tendering Entity name:  
(C6) Tender Exchange Rate:  
(C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

**Calculation of local content**

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

**Tender summary**

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R -		
	(C21) Total Exempt imported content	R 0	
	(C22) Total Tender value net of exempt imported content	R 0	
	(C23) Total Imported content	R 0	
	(C24) Total local content	R 0	
	(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**Failure to complete, sign and date this form shall result in the quote being considered non-responsive in terms of subclause F.3.8 of the Conditions of Quotation and such a quotation shall be rejected.**

## Annex D

(D1) Tender No.		<b>Note:</b> VAT to be excluded from all calculations	
(D2) Tender description:			
(D3) Designated Products:			
(D4) Tender Authority:			
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU	GBP

## A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

## B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

## C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

## D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0

Signature of tenderer from Annex B

Date:

**Failure to complete, sign and date this form shall result in the quote being considered non-responsive in terms of subclause F.3.8 of the Conditions of Quotation and such a quotation shall be rejected.**

## Annex E

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	<input type="text"/>	(Tenderer's manpower cost)	<input type="text"/>	R 0
(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input type="text"/>	R 0
(E12)		(Marketing, insurance, financing, interest etc.)	<input type="text"/>	R 0
		(E13) Total local content	<input type="text"/>	R 0

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**Failure to complete, sign and date this form shall result in the quote being considered non-responsive in terms of subclause F.3.8 of the Conditions of Quotation and such a quotation shall be rejected.**



**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 Institution):  
.....

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](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.
- (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
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 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 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

---

## CONTRACT

**C1: AGREEMENTS AND CONTRACT DATA**

**C2: PRICING DATA**

**C3: SCOPE OF WORK**

**C4: SITE INFORMATION**

---

C5

Employer

Employer Witness

Contractor

Contractor Witness

---

# CONTRACT

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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.:** .....

**PROJECT DESCRIPTION: THE CONSTRUCTION OF A COMBO COURT AT SISIZAKELE SPECIAL SCHOOL IN JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT MUNICIPALITY.**

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the Quotation Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** (of person authorised to sign the Quote): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Bidder:** (organisation): .....

**Address:** .....

.....

Telephone number: ..... Fax number: .....

**Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Bidder to sign this form will invalidate the Quote]**

***This form is to be completed by the Employer only***

## **B. ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer, identified below, accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder 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 Quotation Data and any addenda thereto listed in the Quotation Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract Third Edition (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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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** *(organisation)* .....

**Address:** .....

.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

***This form is to be completed by the Employer and the successful Service Provider only, upon acceptance of the successful Service Provider's offer***

## **C SCHEDULE OF DEVIATIONS**

### **Notes:**

- The extent of deviations from the Quotation documents issued by the Employer prior to the Quote closing date is limited to those permitted in terms of the Quotation Data and the Conditions of Quotation.
- A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of 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 Quotation 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 Quotation documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

<b>1</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>2</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>3</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>4</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>5</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>6</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>7</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....

---

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Quotation Data and addenda thereto as listed in the Quotation Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 Quotation documents and the receipt by the Bidder 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 BIDDER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Bidder:** *(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**

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<b>C1.2.1.1 GENERAL CONDITIONS OF CONTRACT .....</b>	<b>C8</b>
<b>C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>C8</b>
<b>C1.2.1.2.1 GENERAL .....</b>	<b>C8</b>
<b>C1.2.1.2.2 AMENDMENTS TO THE GCC 2015.....</b>	<b>C8</b>

---

## **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, Third Edition, 2015”, issued by the South African Institution of Civil Engineering (abbreviated title: “GCC 2015”).

It is agreed that the only variations from the GCC 2015 are those set out hereafter under “C1.2.1.2 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 of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the GCC 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 GCC 2015, and an appropriate heading.

#### **C1.2.1.2.2 AMENDMENTS TO THE GCC 2015**

#### **SCC 6.2 Security**

##### **SCC 6.2.1 Delivery of security**

*In the last two lines of Clause 6.2.1, delete the words “the type of security for the due performance of the Contract, as selected in the Contract Data” and replace them with the words “a fixed performance guarantee as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.*

*Delete the entirety of Clause 6.2.2 and replace it with the following:*

---

**“SCC 6.2.2 Contractor failing to provide security**

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer’s right to terminate the Contract in terms of Clause 9.2.”

**SCC 6.2.3 Validity of performance guarantee**

*Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:*

“The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued.”

**Additional Special Conditions of Contract**

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

**SCC 1.1 Definitions**

*Delete the entirety of Clause 1.1.1.5 and replace it with the following:*

“SCC 1.1.1.5 “Commencement Date” means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.”

**SCC 5.3 Commencement of the Works**

*Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following*

**“SCC 5.3.1 Commencement of the Works**

Upon the KZN DSAC instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

- 
- SCC 5.3.1.1 The timely submission by the Contractor, and approval by the KZN DSAC, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,
- SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and
- SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

**SCC 5.3.2 Unacceptable documentation**

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

**SCC 5.3.3 Time to instruct commencement of the Works**

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the KZN DSAC instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the KZN DSAC shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14 day period following Commencement of the Contract for reasons not attributable to the Contractor, the KZN DSAC shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

**6.10 Payments**

**SCC 6.10.4 Delivery, dissatisfaction with and payment of payment certificate**

*In the first three lines of Clause 6.10.4, delete the word "days" and replace them with the words "working days".*

---

**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												
<b>1.</b>	<b>GENERAL</b>												
Clause 1.1.1.13:	The Defects Liability Period is 6 months.												
Clause 1.1.1.14:	The time for achieving Practical Completion is <u>6 months</u> from the Commencement Date, including non-working days and special non-working days.												
Clause 1.1.1.26:	Pricing Strategy: The Contract is to be a Re-measurement Contract.												
Clause 1.1.1.15:	<b>Name of Employer: KZN DEPARTMENT OF SPORT ARTS AND CULTURE</b>												
Clause 1.2.1.2:	<b>Address of Employer:</b>												
	<table><tr><td><u>Physical:</u></td><td><u>Postal</u></td></tr><tr><td>135 Pietermaritz Street</td><td>Private Bag x 9141</td></tr><tr><td>Pietermaritzburg</td><td>Pietermaritzburg</td></tr><tr><td>3201</td><td>3200</td></tr><tr><td>E-mail: vezi.qwabe@kzndsr.gov.za</td><td></td></tr><tr><td>Phone No: 033 897 9478</td><td>Fax no: 033 342 4982</td></tr></table>	<u>Physical:</u>	<u>Postal</u>	135 Pietermaritz Street	Private Bag x 9141	Pietermaritzburg	Pietermaritzburg	3201	3200	E-mail: vezi.qwabe@kzndsr.gov.za		Phone No: 033 897 9478	Fax no: 033 342 4982
<u>Physical:</u>	<u>Postal</u>												
135 Pietermaritz Street	Private Bag x 9141												
Pietermaritzburg	Pietermaritzburg												
3201	3200												
E-mail: vezi.qwabe@kzndsr.gov.za													
Phone No: 033 897 9478	Fax no: 033 342 4982												

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p><b>5.</b></p> <p>Clauses 5.3.1 and 5.3.2:</p>	<p><b>TIME AND RELATED MATTERS</b></p> <p>Where the Employer <b><u>is not required</u></b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> <li>• Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Par E of C3.3 Particular Specifications)</li> <li>• CIODA certification</li> </ul>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<ul style="list-style-type: none"> <li>• Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];</li> <li>• Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)];</li> <li>• Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)];</li> <li>• Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) [CR 3(5)(b)(ii) read with CR 5(1)(j)].</li> </ul>
Clause 5.8.1:	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:</p> <p style="padding-left: 40px;">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.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
Clause 5.13.1:	The penalty for failing to complete the Works is 0,0275% of the Contract Sum per day.
Clause 5.14.1:	The requirements for achieving Practical Completion are as stated in clause 1210 of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 Edition, as amended in clause B1210 in Part B of C3.2: Project Specifications where applicable.
Clause 5.16.3:	The latent defects period is 10 years.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<b>6.</b>	<b>PAYMENT AND RELATED MATTERS</b>
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	<p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the Quote offer excluding Contract Price Adjustment, contingencies and VAT.</p> <p>A retention guarantee in lieu of a cash retention is permitted.</p>
<b>8.</b>	<b>RISKS AND RELATED MATTERS</b>
Clause 8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is NIL.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is NIL.
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
<b>10.</b>	<b>CLAIMS AND DISPUTES</b>
Clause 10.5.3:	The number of Adjudication Board Members to be appointed is one.
Clause 10.7.1:	Unresolved disputes shall be referred to arbitration.



---

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

Employer

Employer Witness

Contractor

Contractor Witness

---

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

**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										
1.	<b>GENERAL</b>										
Clause 1.1.1.9:	<b>Name of the Contractor:</b> ..... .....										
Clause 1.2.1.2:	<b>Address of the Contractor:</b>  <table><tr><td><u>Physical:</u></td><td><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>										
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## C1.3: PERFORMANCE GUARANTEE

### PRO FORMA

#### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

##### 1. GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: ..... or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

##### 2. CONTRACT DETAILS

KZN DSAC issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

##### 3. GUARANTOR'S LIABILITY

3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the KZN DSAC of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The KZN DSAC and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

---

#### 4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the KZN DSAC in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 
- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

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## 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 Province of KwaZulu-Natal represented by Head of Department: Department of Sport, Arts and culture (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.

**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.:**.....

**PROJECT DESCRIPTION: THE CONSTRUCTION OF A COMBO COURT AT SISIZAKELE SPECIAL SCHOOL IN JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT MUNICIPALITY**

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 OHS Act 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 KZN DSAC from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed at..... 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. ....

---

## C1.5: RETENTION MONEY GUARANTEE

### PRO FORMA

#### RETENTION MONEY GUARANTEE

DEPARTMENT OF SPORT ARTS AND CULTURE  
135 Pietermaritz Street  
Pietermaritzburg  
3201

**CONTRACT No.:** .....

**PROJECT DESCRIPTION: THE CONSTRUCTION OF A COMBO COURT AT SISIZAKELE SPECIAL SCHOOL IN JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT MUNICIPALITY.**

**ISSUED TO:** the **PROVINCE OF KWAZULU-NATAL**, represented by **HEAD: SPORT ARTS AND CULTURE** (Hereinafter referred to as "the Employer")

**ON BEHALF OF:** ..... (Hereinafter referred to as "the Contractor")

In connection with

**CONTRACT NO.** ..... (Hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at .....  
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the KZN DSAC as such in terms of the Contract.
2. The KZN DSAC
3. certificate referred to in Clause 1 shall certify
  - (a) that he is the KZN DSAC in terms of the Contract,
  - (b) that the Contractor is in breach of his obligations under the Contract, and
  - (c) that the amount demanded, which amount the certificate shall specify,
    - (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
    - (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
4. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 222 Loop Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.
5. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor



- 
6. Our aggregate liability under this guarantee is limited to R .....
  7. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
  8. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At ..... for and on behalf of .....

on this ..... day of .....

Signature: .....

Capacity: .....

Address: .....

As Witnesses:

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

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

## C1.6: TRANSFER OF RIGHTS

### TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Bidder only)

Claim for materials on site, Payment Certificate No. .... Date: .....

**CONTRACT No.:** .....

### PROJECT DESCRIPTION: THE CONSTRUCTION OF A COMBO COURT AT SISIZAKELE SPECIAL SCHOOL IN JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT MUNICIPALITY

I, the undersigned (name of signatory) ..... in my capacity as

..... of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) .....

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.**

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

**Signed by:** ..... **Date:** .....  
for and on behalf of the Contractor.

**Witnessed by:** ..... **Date:** .....

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

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## **C2: PRICING DATA**

### **C2.1 INSTRUCTIONS**

#### **1. GENERAL**

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

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".

#### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the South African National Standards 1200 (SANS 1200).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the South African National Standards 1200 (SANS 1200) and the Particular Specifications, 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 corresponding item numbers in the South African National Standards 1200 (SANS 1200). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

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 Bidder quotes to do the work.

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

Lump Sum: An amount quoted 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.

#### **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 KZN DSAC'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 authorisation 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, SANS 1200 Standard Specifications, 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. SCHEDULE OF QUANTITIES**

The Schedule of Quantities in the quotation document are listed as a project scope by the Employer for the work described under the several items, Actual quantities will be issued later 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 Quote is based. The rates and lump sums shall be comprehensive.

Each item shall be priced on a later stage and extended to the "Amount" column by the Bidder, 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 Bidder 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 Bidder will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Bidder group a number of items together and Quote 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 quoted lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Bidder shall fill in rates for all items where the words "rate only" appear in the "Amount" column. "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 quotation 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 Bidder shall, however, note that in terms of the Quotation Data the Bidder 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 omitted.

**5. 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 initialled by the Bidder.

**6. INTERIM PAYMENTS**

---

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 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 KZN DSAC 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 measurements and tolerances of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise the nett 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.

**7. 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 the SANS 1200 Specifications that would normally be carried out using labour-intensive construction methods.
- (b) Items in the SANS 1200 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.

## 8. UNITS OF MEASUREMENT

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 <sup>3</sup> -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 <sup>2</sup>	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m <sup>2</sup> -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m <sup>3</sup>	= 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 KZN DSAC 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 quoted in the Schedule of Quantities are required to be in balance.

A Quote will be considered out of balance if:

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

**SANS 1200A The contractor's general obligations:**

- (a) Fixed obligations  
(c) Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, escalation and VAT).

- (ii) the rate, price or amount quoted for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as quoted by those Bidders who submitted the lowest five responsive Quotation offers (or as quoted by all the responsive Bidders if there are less than five responsive Bidders).

Any such unbalanced Quote 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 Bidder fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the Quote offer unchanged.

## 10. FILLING OUT OF SCHEDULE

The schedule must be filled out by hand in **black ink only**.

Typed out schedules and computer-generated schedules including automated calculations will **NOT** be accepted. Quotes will be considered non-responsive. If this is found to be the case.

## 12. HANDLING COSTS

Handling costs and profits in respect of specialist work carried out by approved 3<sup>rd</sup> party Bidders and Provisional sum items, shall not exceed 10% of the work amount or provisional sum costs.

---

### 13. PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill 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. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

### 14. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the Local Labour Participants
- Attendance Registers for the Local Labour Participants
- Proof of Payment of Local Labour Employees
- Monthly Reporting Template

#### **NOTE REGARDING THE "LI" COLUMN IN THE SCHEDULE OF QUANTITIES:**

The schedule of quantities contains a column designated "LI". The letters "LI" are written in the "LI" column against certain items which must be executed using labour intensive construction methods.

Such items include:

- (a) Items in the COLTO standard specifications that would normally be executed 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.
- (b) 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 letters "LI" are not written in the "LI" column against items in the COLTO standard specifications that would normally be constructed using labour intensive construction methods anyway, for example items for the construction of brickwork, gabions, fencing or guardrails.

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**PROVINCE OF KWAZULU-NATAL DEPARTMENT OF SPORT ART & CULTURE**

**CONTRACT No. ....**

**PROJECT DESCRIPTION: THE CONSTRUCTION OF A COMBO COURT AT SISIZAKELE SPECIAL SCHOOL IN JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT MUNICIPALITY**

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**BILL OF QUANTITIES**

Employer

Employer Witness

Contractor

Contractor Witness

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**PART F: JOINT VENTURE AGREEMENT SPECIFICATION**

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### **C3.1: STANDARD SPECIFICATIONS**

#### **Civil KZN DSAC Standard Specifications**

The Standard Specifications forming part of this contract were compiled to cover all phases of work which are normally encountered in Civil Engineering Contracts. It is therefore possible that these specifications may cover work which is not applicable to this contract. The following is an indication of the standards and specifications that will have to be adhered to under this contract:

#### **" South African National Standards 1200" (SANS 1200).**

This document is obtainable separately, and Bidders shall obtain their own copies of the applicable sections. Although not bound in nor issued with this Document, the following Sections of the South African National Standards 1200 shall form part of this Contract:

SANS 1200	A	General
SANS 1200	C	Site Clearance
SANS 1200	D	Earthworks
SANS 1200	DB	Earthworks (Pipe Trenches)
SANS 1200	GA	Concrete (Small Works)
SANS 1200	L	Medium Pressure Pipelines
SANS 1200	LB	Bedding (Pipes)
SANS 1200	LC	Pipe Ducts and Cables
SANS 1200	LD	Sewers
SANS 1200	LE	Stormwater Drainage
SANS 1200	MF	Base
SANS 1200	MG	Bituminous Surface Treatment
SANS 1200	MH	Asphalt Base and Surfacing
SANS 1200	MK	Kerbing and Channelling

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### **C3.2: PROJECT SPECIFICATIONS**

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

C3.2.1 Part A contains a general description of the Works, the Site and the requirements to be met.

C3.2.2 Part B contains variations, amendments and additions to the Standard KZN DSAC Specifications and, if applicable, the Particular Specifications.

C3.2.3 Contains, if applicable, the Particular Specifications

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

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

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## C3.2:PROJECT SPECIFICATIONS

### PART A: GENERAL

#### **1 DESCRIPTION OF THE WORKS**

Note that dimensions and quantities stated in this description are approximate and for demonstration of order size purposes only.

##### **1.1 Employer's objectives**

The main objective of the employer is to construct a sports complex at the **Sisizakehle Special School**. The sports facility will be constructed to cater for the community and to promote different sporting activities. It will serve interested parties in and around the foresaid area and interested parties from outside the area under its jurisdiction

The contract is located in a region of KwaZulu-Natal that has been historically impoverished by a lack of infrastructure access. It is therefore mandatory that the Contractor shall interact with the community via proactive project liaison with and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community.

##### **1.2 Location of the Works**

**Sisizakehle Special School** is located in Jozinii Local Municipality under Umkhanyakude District Municipality. The general location of the works is shown on the locality plan in Section C4.1 of this document.

##### **1.3 Overview of the Works**

The Work to be carried out includes the following:

- Establishment on site,
- Provision of traffic accommodation facilities,
- Site clearance,
- Earthworks (platform levels, excavation, import special materials for layer works)
- The construction of a sub-surface drainage system, side drains, subsoil drains
- Soil treatment, Grassing and line making sport field
- Install goal post
- Install kerbs
- Combo court (excavation, import layer works material, shape and level, line marking and install goal post for Netball, basketball, volleyball & tennis)
- Fencing
- Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities,
- Clearing of road reserve.

## 1.4 Extent of the Works

A brief detail of the works for which this specification is applicable is as follows:

### Basic Sport field

(a) The key items for the basic sport field are summarized in the following table: -

Layer	Description	specifications
Combo-Court	layer works, line making, goal post and fencing	SANS 1200
Fencing	Concrete palisade Fence	SANS 1200

## 1.5 Detailed description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2.

The site shall not only comprise the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The site includes all the land within the proclaimed limits of the proposed project area, for the extent of the works and stockpile areas.

Incidental intrusion into private or tribal property outside the project boundary shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

### 1.5.1 Access to the Site

Access to the site: refer to Section C4.1

## 2. DRAWINGS

All the drawings necessary to understand the project scope and price the document, are attached at the back of the document. The attached drawings will give an indication of the nature and extend of the project. The final extent of work will be instructed by the KZN DSAC.

Any information in the possession of the contract which is required by the KZN DSAC to complete his as-built drawings shall be supplied to the KZN DSAC before certificate of completion is issued.

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

The contractor shall check all clearances given on the drawings and shall inform the KZN DSAC of any discrepancies.



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### 3. PROCUREMENT

#### 3.1 Preferential procurement procedures

Preferential points shall be allocated and Quotes awarded in accordance with T1.2 "QUOTATION DATA" clause F.3.11.

### 4. CONSTRUCTION

#### 4.1 Applicable SANS 1200 standards for construction work

All construction work must conform with the relevant SANS 1200 as per Section C3.1 to the referred applicable SANS 1200 and Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

#### 4.2 Applicable national and international standards

All construction work must be undertaken in accordance with the 'SANS 1200 as per Section C3.1 as published by the South African National Standards and as amended in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

#### 4.3 Particular / generic specifications

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2: Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

- Part C: Environmental Management Specification
- Part D: Daywork
- Part E: OHSA 1993 Health and Safety Specification

#### 4.4 Certification by recognized bodies

No certification of items included in the works is required.

#### 4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

#### 4.6 No Services and facilities will provided by the Employer

### 5. MANAGEMENT

#### 5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 and associated specification data are applicable:

SANS 1921-1: 2004: Part 1: General Civil Engineering and construction works

SANS 1921-6: 2004: Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-1	
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause 1204 'Programme of Work' of the 'Standard Specifications' and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable over-break.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer/KZN DSAC are to be as described in clause 1205 'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3: Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of sign boards are as described in clause 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.3	Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part E 'OHS 1993 Health and Safety Specification' in Section C3.3: Particular Specifications of these Project Specifications.

## 5.1.1 Additional clauses

### 5.1.1.1 Site meetings and procedures

Site meetings shall be convened as described in clause 1227 'Monthly Site Meetings' of the 'Standard Specifications'. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

### 5.1.1.2 Water and electricity

The Contractor is to provide water and electricity as described in clauses 1219 'Water' and 1404 'Services' of the 'Standard Specifications'.

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified Bidder is one that is an accredited or provisionally accredited training Bidder in the HIV/AIDS field. A list of accredited Bidders can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: <a href="http://www.hwseta.org.za">www.hwseta.org.za</a> .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

### 5.1.2 Additional clauses

The duration of each workshop shall not be less than 2½ hours.

### 5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall as described in clause 1215 of the 'Standard Specifications'. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

### 5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

### 5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Contractor's and the KZN DSAC's Representatives on site is mandatory, and attendance by other interested parties will be by invitation.

### 5.5 Forms for contract administration

The KZN DSAC's Representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

### 5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

### 5.7 Daily records

A site diary is to be compiled jointly by the Contractor's and the KZN DSAC's Representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the KZN DSAC's Representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the KZN DSAC's Representative and is to provide copies to the KZN DSAC's Representative when requested.

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### **5.8 Payment certificates**

Details of measurements, proof of payment for items contained in provisional sums, proof of ownership of materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

### **5.9 Permits**

No security/entrance permits are required by the Contractor's personnel to enter the site.

### **5.10 Proof of compliance with the law**

There are no requirements for the Contractor to verify compliance with any legislation.

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## PS.2 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

### PS.2.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form (see Part T2.1: List of Returnable Documents: Form I) to be completed by all Bidders. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Bidders may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

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

### PS.2.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract 2015

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7 of the General Conditions of Contract 2004.

The Bidder's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are :

- (1) In general, at least two (2) weeks' notice is required by all the Departmental service organisations before the respective work teams can be deployed on site.
- (2) Vehicular access to private property is to be maintained at all times unless prior written permission to close the access has been obtained, by the Contractor, from the property owner / occupier, and approved of by the KZN DSAC
- (3) Works may be required out of normal hours on certain accesses. The Contractor shall make allowance for this, or provide alternative methods for construction during normal working hours (eg. steel plates).
- (4) Attention must be paid to the accommodation of pedestrians and traffic during the period of the contract. Adequately safe pedestrian accommodation must be provided for the full duration of the contract.
- (5) During construction of services linking to existing bulk lines, temporary access must be allowed to residents.

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- (6) The Contractor shall allow for all signs, barricades, delineators, and temporary road markings under the applicable items in the Bill of Quantities.
- (7) Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the KZN DSAC

### **PS.2.3 Requirements for Accommodation of Traffic**

#### **PS.2.3.1 General**

The Contractor shall make provision for accommodating all pedestrian and vehicular movement in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required. Accommodation of traffic, where applicable, shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Clause 4.10.4 of SANS 1921-2: 2004 shall be replaced with the following:

“Road signs and markings shall comply with the requirements of SANS 1200 MM and / or The South African Road Traffic Signs Manual - Volume 2: Roadworks Signing”.

#### **PS.2.3.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

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

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for completing the work required to the accesses out of normal hours.

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#### **PS.2.3.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2003.

#### **PS.2.3.4 Payment**

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

#### **PS.2.3.5 Pedestrian movement**

The Contractor shall make provision for accommodating all pedestrian movements in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required.

#### **PS.2.3.6 Temporary Reinstatement**

Provided always that if in the course or for the purpose of the execution of the works or any part thereof any road or way shall have been broken up, then notwithstanding anything herein contained:

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the KZN DSAC be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this subclause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

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### **PS.3 SERVICES**

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

#### **PS.3.1 Existing Services (Read with SANS 1921-1: 2004 clause 4.17)**

The Bidder's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

#### **PS.3.2 Proving Underground Services**

This clause must be read in conjunction with [SANS 1921-1: 2004](#) and [SANS 1921-2](#), the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the KZN DSAC carefully excavate by hand to expose and prove their positions.

The cost of the proving trenches is to be included in the work.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the KZN DSAC who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly. The cost of this additional searching shall be to the Council's cost and shall be paid for under - Proving Existing Services.

Should any service be damaged by the Contractor in carrying out the works and should it be found that the procedure laid down in this clause has not been followed then all costs in connection with the repair of the service will be to the Contractor's account.

It should be noted that 33 000 Volt and 132 000 Volt cables may only be exposed by the Electricity Service Unit's personnel. The cables are usually protected by concrete covering slabs, and therefore if the slabs are inadvertently exposed, excavation work must stop, and the Electricity Service Unit shall be contacted immediately on the above telephone numbers.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under Clause 4.17 of SANS 1921-1.



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## **PS.4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **PS.4.1 General**

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project. Certain aspects however require further attention as described hereafter.

### **4.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)**

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the KZN DSAC. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The KZN DSAC will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure. The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the KZN DSAC or the KZN DSAC's representative to act as foreman or surveyor.

### **4.3 Management and Disposal of Water (Read with SANS 1921 - 1: 2004 clause 4.6)**

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

### **4.4 Disposal of Spoil or Surplus Material (Read with SANS 1921 - 1: 2004 clause 4.10)**

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

### **4.5 Survey Beacons (Read with SANS 1921 - 1: 2004 clause 4.15)**

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

### **4.6 Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)**

All known services are shown in the drawings however there may be other unknown services alongside the roadway. Work areas are to be proved for services prior to excavating for the works. Provision for proving of services is included in the Bill of Quantities.

The Contractor shall make himself acquainted with the position of all existing services before any

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excavation or other work likely to affect the existing services is commenced.

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

#### **4.7 Management of the Environment (Read with SANS 1921 - 1: 2004 clause 4.19)**

**The Contractor shall pay special attention to the following:**

##### **(a) Natural Vegetation**

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

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

##### **(b) Fires**

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

#### **4.8 Overhaul**

No payment will be made for overhaul on this contract.

#### **4.9 Security**

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

### **5 CONSTRUCTION PROGRAMME**

#### **5.1 Preliminary Programme**

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

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working

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days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

## **5.2 Programme in terms of Clause 5.6 of the General Conditions of Contract (3rd Edition, 2015)**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract (3rd Edition, 2015), be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 3rd Edition, 2015).

### **PS 6 SITE FACILITIES AVAILABLE**

#### **PS 6.1 Contractor's camp site and depot (Read with SANS 1921 - 1: 2004 clause 4.14)**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers whilst on site.

#### **PS 6.2 Accommodations of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site. No housing is provided under this contract for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed on site

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees.

#### **PS 6.3 Power supply, water and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

### **PS 7 SITE FACILITIES REQUIRED**

#### **PS 7.1 Sanitary Facilities**

No sanitation facilities are provided at the camp site under this contract and the contractor will have to supply his own facilities. The facilities must comply with all applicable health standards and must be approved by the relevant health and environmental authorities.

#### **PS 7.2 Telephone Facilities**

The contractor will have to make his own arrangements for communication facilities which will enable the

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KZN DSAC to make contact with him during normal office hours. All costs in this regard are for the contractors account and are not recoverable. If and when required, the contractor must make the telephone facilities available to the KZN DSAC or his Representative for use on this contract.

**PS 7.3 Facilities for KZN DSAC**

Facilities are required for the KZN DSAC, other consultants, and Employer for meetings and other onsite issues. Facilities should include air-conditioned boardroom with table and chairs to accommodate at least eight people.

**PS 8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

**PS 8.1 General**

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

**PS 8.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

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

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations at his own cost.

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

**PS 8.3 Payment**

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

**PS 9 OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 - 1: 2004 clause 4.14)**

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## **PS 9.1      General Statement**

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form provided under Contract Data i.e. Forms to be Completed by Successful Bidder.

## **PS 9.2      Health and Safety Specifications and Plans to be submitted at Tender Stage**

### **(a)    Employer's Health and Safety Specification**

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

### **(b)    Bidder's Health and Safety Plan**

The Bidder shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

### **PS 9.3 Cost of Compliance with the OHSA Construction Regulations**

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

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

### **PS 10 LABOUR (Read with SANS 1921 - 1: 2004 clause 4.14)**

Labour will be recruited via the ward councillor. In terms of this requirement the contractor shall ensure that a minimum of 50% of those local persons employed shall be female. This requirement shall be strictly enforced. Furthermore, the contractor shall be required to submit labour returns in terms of the requirements of the Expanded Public Works Programme.

#### **PS 10.1 Labour-intensive construction methods**

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically, a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the KZN DSAC, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

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Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the KZN DSAC and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Installation of stormwater prefabricated Culverts;
- Construction of erosion protection measures (gabions, stone pitching, etc.).
- Excavation for Drain, fencing poles

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

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### **3.2.2 PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

#### **INTRODUCTION**

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

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

#### **PSA GENERAL (SANS 1200A)**

#### **PSA 3 MATERIALS**

#### **PSA 3.1 QUALITY**

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

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the KZN DSAC prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered. All materials used on this contract shall comply with the requirements of the applicable SANS standards.

#### **PSA 3.3 Applicable Standards for Cement**

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

- **Add the following additional Subclause:**

#### **PSA 3.4 ORDERING OF MATERIAL**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall, before ordering material of any kind, check with the KZN DSAC whether or not the scope of work for which the materials are required, is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with the confirmation issued by the KZN DSAC



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**PSA 4 PLANT**

**PSA 4.2.1 Site Diary**

A site diary in triplicate format, which will be supplied by Contractor, must be filled in on a daily basis and submitted to the KZN DSAC on a weekly basis. No claims will be considered without the site diary schedules properly completed (on a daily basis) and submitted.

**PSA 5 CONSTRUCTION**

**PSA 5.1 SURVEY**

**PSA 5.1.1 Setting out of the Works**

For any new work the Contractor shall establish his own reference lines and points from which the work shall be set out. The Contractor is to provide and maintain his own survey equipment as required.

**PSA 5.5 DEALING WITH WATER ON WORKS**

- **Add the following Subclause:**

**PSA 5.5.1** In the event of the Works being flooded, it shall be noted that any claims for additional compensation for damage to the works due flooding, (notwithstanding the magnitude thereof) will not be considered, as the additional insurance, resources or costs that may be required or incurred.

**PSA 5.7 SAFETY**

- **Add the following Subclause:**

**PSA 5.7.1.** The Contractor will refer to Particular Specifications, for the OHSA 1993 Safety Specification.

**PSA 5.8 GROUND AND ACCESS TO WORKS**

- **Add the following Subclause:**

Where necessary the contractor will make provision for temporary gates, ramps and roads to obtain access to the site. Where it involves these activities, the contractor will obtain the necessary approvals from the landowners to do so.

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

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A comprehensive photographic record of the existing site must be submitted to the KZN DSAC prior to commencement of any work in a particular area.

**PSA 5.9 ACCOMMODATION OF TRAFFIC**

- **Add the following Subclause:**

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS 9.

**PSA 7 TESTING**

**PSA 7.2 APPROVED LABORATORIES**

The Contractor is not required to provide a laboratory. All testing of materials be carried out by an approved/recognised laboratory selected by the Contractor and approved by the Department. All test results and relevant information shall be made available to the Department. The costs of normal process controlling tests shall be deemed to be included in the tendered rates.

**PSA 8 MEASUREMENT AND PAYMENT**

**PSA 8.3 SCHEDULED FIXED CHARGE AND VALUE RELATED ITEMS**

- **Add the following Subclause:**

**PSA 8.3.3** The Contractor shall provide the Department with the initial pre-construction survey in a Modelmaker or Civil designer format and the costs associated to this initial survey shall be included in the tendered price under Fixed Charge items.

The Contractor shall provide to the Department, a marked-up plan at an appropriate scale, as approved by the Department, of the completed bulk earthworks and finished levels. This is to include a list of coordinates, storm water drainage, sub-soil drains, earth and concrete drains and the levels thereof.

Any services not shown on the drawings which the Contractor encounters when proving services shall also be shown regardless of whether it has been relocated or not. The tendered price for carrying out the abovementioned work or any similar work shall be inclusive of all costs, be it direct or indirect costs to the Contractor.

**PSA 8.4 SCHEDULED TIME RELATED ITEMS**

**PSA 8.5 SUMS STATED PROVISIONALLY BY THE KZN DSAC**

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## PSA 8.11 Specifications – New Combination Court:

### Earthworks

- Site clearance: clear and grub site to the size of the combo court and allow working area outside the court area.
- Removal of 150mm thick topsoil to stockpile or spoil
- Cut, fill or spoil the insitu material to shape the area and compact to 93 MOD AASHTO Density

### Base

- Supply and lay concrete kerbing to court surrounds.
  - Supply and lay plastic sheeting. This acts as a slip joint between platform and sub base to minimize movement, therefore assisting in the prevention of cracks on the playing surface.
  - Crusher run base goes in at 100mm thick compacted to 98 MOD AASHTO, with 9.5 mm chip and spray

### layers

- Supply and lay filler coat.
- Compact Tene-Mesh into filler coat.
  - Supply and lay 3 All Weather Surface, Final colour “Tenecon Green”; finishing 2 mm above the concrete kerb level.
- Paint lines in accordance with Netball and Volleyball and Basketball specifications.
  - The court will have a fall across from corner to corner 1% to assist in the runoff of surface water.

### Fencing

- Specialist to provide the mesh for fencing around the courts.
- Fencing height – 3.6-m (perimeter and division)
- Straining wire: Galvanised 3.15mm core wire with plastic coated finish of 3.18mm
- Access Gates
- Fencing posts: All are hot dipped galvanised.
- Corner Posts: 76 mm x 2mm.
- Intermediate Posts: 48 mm x 2 mm.
- Top Rail: 32 mm x 2 mm
- Joiners: 27 mm x 2 mm

### Accessories & Equipment

- Supply and install a sets of Netball rings and Nets.
- Supply and install Volleyball nets set.
- Supply and install tennis nets set.
- Supply and install a sets of Basketball backboards and slam dunk rings

### PSA 9(D1000) DAYWORK (8.7)

#### Add the following:

"No work will be measured under dayworks unless  
(a) it is agreed by the Department to be outside the specified scope of a measurement item in the Contract; and

- 
- (b) it is carried out in response to a written instruction by the Department; and the records of plant and labour are submitted daily for the consideration of the Department, and duly approved.

**PSAB KZN DSAC'S OFFICE**

**PSAB 3 MATERIALS**

**PSAB 3.1 NAMEBOARD**

The Nameboard shall be to SABS 0120 Section AB and the names of the Employer (KZN Department of Sport Arts and Culture), Contractor and the completion date shall be approved by the Department

**The Name board for this contract shall include the following: -**

<b>CLIENT</b>	<b>:</b>	<b>DEPARTMENT OF SPORT ARTS &amp; CULTURE</b>
<b>CONTRACTOR</b>	<b>:</b>	<b>NAME OF CONTRACTOR</b>
<b>COMPLETION DATE</b>	<b>:</b>	<b>.....</b>

**PSDM EARTHWORKS**

**PSDM 3 MATERIALS**

**PSDM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

**PSDM 3.1.2 Classes of excavation**

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

**PSDM 3.3 SELECTION**

**PSDM 3.3.1 General**

- **Add the following:**

Excavated material ordered by the contractor to be temporally stockpiled for later re-use, shall be stockpiled selectively in such a way that materials suitable for bedding or other special purpose, shall be kept separately from unsuitable material.

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**PSD 5      CONSTRUCTION**

**PSD 5.1      PRECAUTIONS**

**PSD 5.1.1      Safety**

**PSD 5.1.1.2 Safeguarding of excavations**

- **Add the following subparagraph:**

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

**PSD 5.1.5      Trench Excavations (Additional Subclause)**

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

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

**PSD 5.2.2.3 Disposal**

All excess excavated material not used for back filling shall be disposed of at a site to be found by the contractor and approved by the Department. The spoil site shall be finished off at the completion of the work s to the satisfaction of the Department.

**PSD 5.2.5      Transport of works**

**PSD 5.2.5.1      Freehaul**

- **Add the following:**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities.

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**PSD 5.2.5.2 Overhaul**

Overhaul will not be payable on this contract.

**PSDB EARTHWORKS (PIPE TRENCHES)**

**PSDB 5.3 SITE CLEARANCE**

- **Add the following:**

The scope of works for this item shall be deemed to be included in SANS 1200C and no separate payment for this item will be made.

**PSDM EARTHWORKS**

**PSDM 3 MATERIALS**

**PSDM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

Material excavated other than hard rock and boulders will not be classified separately for purposes of measurement and payment. The unit rate for excavation shall cover excavation in soft and intermediate material. Boulders in excess of 0,25m<sup>3</sup> only will be classified as hard rock for payment purposes.

**PSDM 3.3 SELECTION**

**PSDM 3.3.1 General**

Material which is suitable for selected layers from borrow shall be proposed by the Contractor for approval by the Department. The quality of such materials shall be proved before they are passed for use in selected layers.

**PSDM 5 CONSTRUCTION**

**PSDM 5.2 METHODS AND PROCEDURES**

**PSDM 5.2.3 Treatment of Combination Court**

**PSDM 5.2.3.3 Treatment of combo Court**

**a) Preparation and Compaction**

Where in-situ material in cut is suitable for selected layers, the selected layer shall be omitted and "bed preparation" paid instead,

No selected fill or other foundation layers may be placed on the in-situ material until the Department has inspected and grant approval to proceed with the next layer or otherwise of base be prepared and compacted. No payment will be made without approval and test/compaction results.

- 
- **Add the following:**

**c) Platform preparation**

The court platform shall be graded at 1% fall. The rate shall include preparation, levelling and compaction.

**PSDM 5.2.4 Fill**

**PSDM 5.2.4.2 Placing and Compaction**

- **Add the following to 5.2.4.2.f) 2):**

“Imported G5 Material from commercial sources for base layer shall be compacted to 95% MOD AASHTO”

**PSDM 5.2.4.3 Finishing**

- **The court must be completed as per the design with all weather final surface and drainage around the facility.**

**PSDM 5.2.8 Transport**

**PSDM 5.2.8.1 Free haul**

- **Add the following:**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities.

**PSDM 5.2.8.2 Overhaul**

Overhaul will not be payable under this contract.

**PSDM 8 MEASUREMENT AND PAYMENT**

**PSDM 8.2 COMPUTATION OF QUANTITIES**

**PSDM 8.2.4 Cut and Borrow to Fill and Cut to Spoil**

**a) Cut and Borrow to Fill**

All fill materials will be measured to neat dimensions as calculated in fill. Borrow, cut to spoil and cut to fill shall be proportioned and arithmetic calculations made to compute the final borrow quantity. No payment will be made for wastage such as material spoiled from fills as unsuitable or for overfilling unless approved by the Department in writing

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**b) Cut to Spoil**

The unit of measurement for material excavated below the surface of the natural ground under embankments or beneath the grade in cuts and classified as unstable or unsuitable will be cubic metre in cut to the neat dimensions ordered by the Department. All undercuts below structural layers shall be considered to be cut at the rate tendered.

The rate tendered shall include for excavation, handling and placing of material to spoil. The rate shall also include for haulage of excavated material with 2km and for trimming and shaping the slopes and surfaces of spoil dumps. Any negotiations with landowners etc, required for prior approval and final consent of spoil areas shall be deemed to be paid for in the rates submitted.

**PSG CONCRETE (STRUCTURAL)**

**PSGA CONCRETE (SMALL WORKS)**

**PSG/PSGA-3 MATERIALS**

**PSG/PSGA-3.2 Cement**

**PSG/PSGA-3.2.1 Applicable specifications**

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

**PSLE DRAINAGE**

**PSLE 8 MEASUREMENT AND PAYMENT**

**PSLE 8.2.1 a)** the rate shall cover preparation casting of concrete and finishing

**PSLE 8.2.1 b) SUBSOIL DRAINS**

This item covers the drainage of the facility with a sub-surface drainage system, the details of which are as per design and recommendation. This item is measured separately from 8.2.1 a) as follows:

- a) Construct subsoil drain complete incl. excavation and disposal of material. The unit of measurement for this sub-item is linear meter.



- b) Construct outlet headwalls to subsoil drain complete. The unit of measurement for this sub-item is linear "No. of headwalls".
- c) Construct rodding eye. The unit of measurement for this sub-item is "No. of rodding eyes".
- d) Connect subsoil drains to catchpit or culvert headwall. The unit of measurement for this sub-item is "No. of connections".

The rate shall include the construction of sub-items a), b), c) and d) complete as per the Details and the Contractor shall obtain the KZN DSAC's approval prior to construction of these items.

The laying and setting out of the sub-surface drainage pipes beneath the sports field turf shall be in accordance with the services layout plan.

## **PSMK 8 MEASUREMENT AND PAYMENT**

### **PSMK 8.2 SCHEDULED ITEMS**

#### **PSMK 8.2.1: Kerbing and Channeling**

Cast in-situ channeling will be paid per meter of channel constructed and the tendered rate shall include all plant and equipment and all associated work required for the construction of the in-situ channels.

#### **PSMK 8.2.5: Chutes**

Measurement and payment for mite chutes shall be made in meters of chute constructed.

#### **PSMK.8.2.8 Cast in-situ channels and Side Drains**

- a) Measurement and payment will be made in meters of channel and drain constructed. The tendered rate shall include for all excavation, trimming, consolidation and soaking of the foundation, supply, placing and finishing and testing of the concrete, formwork and construction of expansion joints.

## **PARTICULAR SPECIFICATIONS**

### **4.1.4.1 ANCILLARY WORKS AND OTHER ITEMS**

#### **4.1.4.1 a) GOAL POSTS**

Goal posts shall be "in ground" goal posts made of galvanized steel tubing, complete with nets, foundation and pole sleeves with caps. The rate shall cover the supply of the goal posts, transport to site from supplier, complete installation and all associated materials and plant required to facilitate and complete the installation to the Department approval.

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**4.1.4.1 b)**

**MARKING**

The rate shall cover the setting out and marking of the facility with an approved paint and shall include the for the provision of a marking machine which shall be handed over to the Employer in working condition after completion. Setting out marking of the sports field shall be carried out as per the approved line marking refer to design drawings.

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### **C3.3: PARTICULAR SPECIFICATIONS**

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION .....	C72
PART D: DAYWORK .....	C77
PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION .....	C80
.....	

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Employer

Employer Witness

**C69**

Contractor

Contractor Witness

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**3.3 PARTICULAR SPECIFICATIONS**

**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

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## PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

### C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - I. Minimise disturbance of the natural environment,
  - II. Prevent pollution of land, air and water,
  - III. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

### C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

### C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the KZN DSAC and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

### C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

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Employer	Employer Witness	C71	Contractor	Contractor Witness
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**C.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

**C.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

**C.8 Fauna**

- Contractors and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

**C.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

**C.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

**C.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.,) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.,).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

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**C.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**C.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**C.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

**C.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

**C.16 Soil Management**

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

**C.17 Worker Conduct**

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Employer	Employer Witness	C73	Contractor	Contractor Witness
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Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

**C.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

**C.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

**C.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimize the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the KZN DSAC.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.



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**3.3 PARTICULAR SPECIFICATIONS**

**PART D: DAYWORK**

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## **PART D: DAYWORK**

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

### **D1. SCOPE**

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates quoted in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for QUOTE evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the KZN DSAC.

### **D2. TYPE OF WORK**

The KZN DSAC may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the quoted rates for specific items of work are no longer applicable, or where no suitable combination of quoted rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the KZN DSAC. Daywork will only be used in exceptional circumstances.

### **D3. MATERIALS**

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a quoted percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the KZN DSAC. Further, if specific materials are required for daywork, Quotes will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

### **D4. CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the quoted rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The quoted rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The quoted rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

### **D5. SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing daywork shall be paid for using the quoted rates in the Schedule of Quantities. The quoted rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension

contributions, government levies and taxes, training costs and any costs associated with living on the site. The quoted rates shall also include for the transportation of the workmen to the site of the daywork.

~~All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be~~

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covered by the daywork rates and no additions or mark ups will be made to the quoted rates.

The quoted rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The quoted rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the KZN DSAC, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

#### **D6. MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of Vibroclock hours worked and each item of plant shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

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**C3.3 PARTICULAR SPECIFICATIONS**

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

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

### **E1. Purpose**

This Health and Safety specifications identify and encompass the working behaviours and safe work practices that is expected of all Contractors, Sub-Contractors and Visitors, engaged on the Department of Sport Art and Culture Kwa-Zulu Natal projects.

To provide a guideline to comply with the Department of Sport Art and Culture best Health & Safety practices and the Occupational Health and Safety Act 85 of 1993 as amended, including reference to applicable legislative requirement.

### **E2. Scope**

The Contractor is required to read and take note of the requirements within this specification and ensure that they provide the required budget for stipulated safety requirements, and complete and submit the Health & Safety Questionnaire.

This specification applies to all Department of Sport construction sites. This specification defines the strategies to manage Health & Safety.

### **E3. References**

Occupational Health and Safety Act 85 of 1993 as amended and regulations (Including Construction Regulations 2014)

### **E4. Requirements**

#### **E4.1 Leadership and Commitment**

The Contractor acknowledges The Department of Sport, Arts and culture's strong commitment to Health and Safety and the Contractor affirms that it has a written Department of Sport Health and Safety specification that has been signed and is actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy and plan is widely understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to the Department of Sport upon request.

##### **E4.1.1 Legal Requirements and Regulations for Health and Safety**

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation, The Department of Sport, Arts and culture's codes of practice, guidelines and standards applicable to the services to be provided.

The Act and the Regulation, where applicable, require development and implementation of Work Method Statements for a range of high-risk construction activities and prescribed demolition activities, which, where applicable, the Contractor must develop and implement.

The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

##### **E4.1.2 Contractors' General Requirements for Health and Safety**

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the Department of Sport, Arts and cultures employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality. The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

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The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by The Department of Sport, Arts and culture, its Contractors, employees, agents and visitors to site.
- Costs for the above are borne by the Contractor.

The Contractor must comply and is responsible for ensuring that all of its Subcontractors comply with the relevant statutory regulations for safety and The Department of Sport, Arts and culture's Health & Safety requirements included in this Contract.

#### **E4.1.3 Contractor's Health and Safety Management Plan**

The Contractor must prepare, implement and administer its own Health and Safety Management Plan.

The Plan must be in writing and accepted by the Department of sport, prior to mobilization to the construction site for work under the Contract, to the Department of Sport or the Department of sport's nominated representative, for acceptance. The Health and Safety Management Plan must comply with this Contract including Project Site Rules, and applicable law relating to workplace health and safety and environmental health. Any proposed amendments or revisions to the Contractor's Safety Management Plan is submitted to the Department of Sport for acceptance, and once accepted, it become part of the Department of Sport, Arts and culture's Safety Management Plan.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilisation and site set-up activities.

The Plan will be audited for completeness by the Department of Sport or the Department of Sport's nominated representative using an audit tool, and a score of 90- 100% will be required before it will be "accepted with comments".

Once the Plan is presented and at least "accepted with comments" by the Department of Sport, Arts and culture, then only will permission be granted to the Contractor to mobilise to site.

**The Contractor's Health and Safety Management Plan must demonstrate management's commitment to safety and must include, but not be limited to, the following minimum auditable elements:**

##### **E4.1.3.1 Legal & Site-Specific Requirements**

The Contractor shall develop, implement and administer a Health and Safety Plan as well as an Environmental Management Plan. The plan shall be in writing and shall be submitted to the Department of Sport Representative prior to the commencement of work under the Contract at site.

**The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:**

- The Contractors' Health and Safety Policy. (as per the OHS Act Section 7)
- Assignment of safety responsibilities within the organisation. Identification of role of Safety Co-ordinator, and Occupational Health and Safety training for newly hired or promoted supervisors

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and on-site agent/managers. (as per OHS Act Section 8 & Construction Regulation 8)

- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.( as per OHS Act Section 19 & 20)
- Assessment of sub-contractors, including requirements for Health and Safety Plans.
- Contractor senior management involvement with Company's staff in consultative processes & daily management Safety walkabouts.
- Occupational Health & Safety Workplace Environment, including provision for monitoring employee exposures to noise, dust, etc. (OHS Act – Environmental & Facilities Regulations)
- Personal protective equipment rules.( OHS Act – General Safety Regulation 2)
- Control of dangerous and hazardous substances.(OHS Act – Hazardous Substance Regulations)
- Hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication. (OHS Act – Section 8, Risk Assessment Construction Reg.9)
- Monthly internal safety audits to ensure compliance with Health and Safety Plans.
- Daily site safety inspections and audits.
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter.
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators. (OHS Act – General Administrative Regulations 8 & 9)
- Evacuation and emergency planning (OHS Act – Environmental Regulation 9)
- Rehabilitation procedures that encourage an early return to work.
- Record keeping, including details of what is kept and for how long.

#### **E4.1.3.2 Hazard Identification, Risk Assessment and Risk Control**

- The development of a project/work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures, for example, rigging, working at height, welding, confined spaces, delivery Contractors, unloading materials and equipment from trucks, hazardous substances, etc.
- Personal Protection Equipment.
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- Workplace hazard inspections.
- The implementation of a safety observation (behaviour audit) and coaching process conducted as a minimum by persons in leadership roles.
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management, including:

- a) Vehicles
- b) Scaffolding
- c) Hoists and winches
- d) Lifting gear

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- e) PPE
- f) Ladders
- g) Scaffolding
- h) Elevated work platforms
- i) Portable electrical equipment
- j) Confined spaces.
- k) MSDS Register and Information
- l) Authorised Isolators and Lock holders

- Process for identifying, developing and communicating site rules and standards.
- Control of dangerous and hazardous substances e.g. gases, fuel, chemicals.

#### **E4.1.3.3 Policies Mandated by The Department of Sports**

The Department of Sport will require all Contractors on the project to comply with and/or achieve the objectives of the following:

- Client Health & Safety Policies and Standards.
- Client Health & Safety Policies and procedures
- Client Safety Management System and procedures
- The Project Safety Management Plan.

#### **E4.1.3.4 Injury Management**

- Processes to ensure employees are medically fit and suited to perform their functions safely.
- An incident reporting and investigation method including root cause establishment and corrective action taken.
- A process to review the effectiveness of incident investigation action plans.
- The conducting of first aid needs and emergency response risk assessments.
- A return to work program (restricted duties).
- A rehabilitation program.
- Trauma counselling.
- Processes to ensure the appropriate authorities are notified in the event of a reportable incident.

#### **E4.1.3.5 Education, Training and Competency**

- Identification of the competencies required by employees along with selection, placement and any training requirements.
- Identification and implementation of the process that will be used to ensure that employees hold the required competencies.
- Identification assessment and management of hazards.
- The development of a training plan that ensures personnel attains the desired skills and is also able to monitor refresher-training requirements.
- Mechanisms to review the effectiveness of training where appropriate.
- A site induction and orientation system that includes specific site issues and requirements and compliments the General Induction.



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#### **E4.1.3.6 Measurement and Review**

- Safety performance reviews with all site personnel by their supervisors at monthly intervals.
- Schedule of site inspections and audits involving persons in leadership roles.
- Leadership participation and review of significant incidents.
- Schedule of reviews of the Health and Safety plan implementation progress.
- Schedule of external safety audits of the project.
- Scheduled reviews after the completion of potentially high-risk activities on site.
- Provision for monitoring of employees exposure to noise, dust etc.
- Inspection and acceptance of plant, equipment, tools etc prior to introduction to site and regularly thereafter.

#### **E4.1.4 Site Supervision**

The contractor must implement and comply with Construction Regulation 8 and the OHS Act – Section 8 and 16

The Contractor must nominate and appoint a responsible person on site to whom the Department may refer in connection with the Works. Persons that are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site, and must have the authority to bind the Contractor with respect to the Contract. (OHS Act - 16 Section (2)).

The Contractor must ensure that the performance of all specified Works is supervised throughout by a sufficient number of qualified and competent appointed representatives of the Contractor, who have experience in the type of work specified. Construction Reg. 8 (1) and 8 (2.)

Note: No work may commence and or continue without supervisory Appointees present on site.

#### **E4.1.5 Contractor's Safety Officer**

Appointed in terms of the Occupational Health and Safety Act, is on site when work commences and be present until all activities for the day (Including sub-Contractors) are finished.

Safety Officers are appointed in the following ratio: (Total number of people to include sub-Contractors).

49 or less people on site - Part time Safety Officer spending 2 Full days per week on site

50 people on site and up to and including 300 people - Full time Safety Officer.

Full time Safety Officer for night shift(s) if required.

More than 300 people on site a full time Safety Officer for every 300 (e.g.  $350 = 2 / 690 = 3$ )

The Contractors' Safety Officer is responsible to assist with legal compliance for his 16 (2) Appointee.

#### **E4.1.6 Contractors' Safety Manual**

The Contractor must provide both electronic and hard copies of its safety manuals, policies and procedures to the Department of Sport and must ensure that its personnel, at all times, strictly observe and comply with the procedures set out therein as well as safety procedures requested by the Department of Sport, Arts and culture's nominated Representative from time to time applying to the area of operations. The Contractor must forward to the Department of Sport any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update and must receive the Department of Sport, Arts and culture's acceptance in both electronic and hard copy format.

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## **E4.2 Performance Measurement and Reporting**

### **E4.2.1 Safety Management Records**

The Contractor must submit to the Department of Sport for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such record is as specified by applicable legislation. A copy is provided to the Department of Sport or the Department of Sport, Arts and culture's nominated Representative if requested.

### **E4.2.2 Safety Inspection by The Department of Sport, Arts and culture**

The Department of Sport or the Department of Sport, Arts and culture's nominated Representative must have the right to conduct inspections of the Contractor's Safety Management Plan implementation, operations, equipment, emergency procedures, etc at any time, and the Contractor must fully cooperate with the Department of Sport or the Department of Sport, Arts and culture's nominated Representative during such inspections. The Department of Sport, Arts and culture's rights under this clause must not relieve the Contractor of its own obligations to conduct inspections and reviews of its own Health and Safety performance.

Where such inspections reveal deficiencies in the Contractor's procedures, drills, training or equipment, or non-conformities with the Contractor's accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the Contractor must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the Contractor must stop work on the operation/activity concerned, immediately investigate the cause of the nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the Department of Sport or the Department of Sport, Arts and culture's nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

The Contractor must provide to the Department of Sport or the Department of Sport, Arts and culture's nominated Representative, at a time to be agreed, a regular status report on all outstanding corrective actions until they are successfully closed out.

## **E4.3 Safety Meetings**

The contractor must implement and comply with OHS Act, Section 19

The Contractor must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the Department of Sport Arts and Culture nominated Representative.

### **Such meetings should at least address:**

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics

The Contractor must conduct at least one formal safety meeting per week and must maintain appropriate records of attendance and meeting content. Such records must be made available to the Department of Sport, Arts and culture's Representative.

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#### **E4.4 Employee Health & Safety Representative**

The Contractor must ensure that sufficient elected and/or appointed Health and Safety representative/s represent all workers employed by the Contractor. Each elected and/or appointed Health and Safety Representative is required to attend an accredited Health and Safety Representatives training course, at the expense of the Contractor, in accordance with the provisions of the applicable legislative requirements.

The Contractor must ensure that elected and/or appointed Health and Safety Representatives execute their functions as under the provisions of applicable legislation.

#### **E4.5 Hazard and Risk Management**

Prior to the commencement of the work, including mobilisation and site set-up activities, the Contractor must demonstrate to the satisfaction of the Department of Sport that the Contractor has performed hazard identification and risk assessment of the Work, and of the associated equipment and facilities, to meet the requirements of the Contract. The Contractor is responsible and accountable for ensuring that effective procedures and assessment systems are in place so as to control hazards and so mitigate risks to as low a level as is acceptable and to meet all the Health and Safety management requirements under this Contract.

##### **E4.5.1 Project Specific Hazards**

The Department of Sport appointed Project manager will identify specific job-related hazards applicable to the Work under the Contract, and inform the Contractor thereof.

##### **E4.5.2 Hazard Identification and Risk Assessment Workshops**

The Contractor must conduct, with appropriate personnel, Construction Safety Studies to identify the detailed methodology and related hazardous activities, in particular those with potentially catastrophic consequences such as multiple and single fatalities, of the Contractor's Site installation work scope, for example work at height locations, confined spaces locations, hot work, hazardous substances and dangerous goods being used, etc.

A five-stage hazard identification (define job, identify hazards, assess risk, control risk, monitor) and risk assessment process will be implemented by the Contractor for commissioning and start-up activities, conducted on all system commissioning and live testing operations, activities and tasks prior to introducing hazardous energy and/or materials.

##### **E4.5.3 Risk Assessment**

As described above, prior to the commencement of each work activity, or as requested by the Department of Sport or the Department of Sport, Arts and culture's nominated Representative, a Risk Assessment (RA) or similar is completed and documented. The purpose of the RA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of hazards and the proposed controls.

##### **E4.5.4 Construction Regulation**

In addition to the Department of Sport Risk assessment requirements above, the contract must implement and ensure compliance with: Construction Regulation 9.

#### **E4.6 Occupational Health and Hygiene**

##### **E4.6.1 Fitness for Duty**

The Contractor must ensure that personnel under its control and authority comply with the requirements of the Fitness for Duty Policy and are bound by its disciplinary provisions, regarding the possible effects of:

- General level of personal fitness and/or medical conditions
- The consumption of alcohol, use of drugs (prescription, pharmaceutical or illicit)
- Fatigue and Stress

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#### **E4.6.2 Health Assessments and Health Monitoring**

The Contractor must ensure that all the Contractor's personnel are healthy and medically fit for their respective assignments and must certify the same to the Department of Sport if so requested. The Contractor is responsible for pre-placement and exit medicals and ongoing health assessments.

The Contractor must ensure that operators of mobile equipment undergo "fit for work" medical examination every 1 year and crane operators engaged in lifting man boxes every 5 years. This medical is to certify that the medical practitioner has examined the operator and formed the opinion that the operator is free from deafness, defective vision, epilepsy, heart disease, and any other infirmity likely to cause the operator to lose control of the machine being operated.

The Contractor is responsible for the medical welfare of its own employees, servants or agents and their families.

#### **E4.6.3 Hygiene**

The Contractor must ensure that its personnel and subcontractor's personnel must maintain high standards of hygiene in connection with the performance of the work.

The Contractor must maintain all work areas in a clean and tidy state and must promptly and appropriately dispose of waste material.

Meal rooms is kept in a clean and tidy manner to the satisfaction of the Department of Sport or the Department of Sport, Arts and culture's nominated Representative and any statutory requirements.

#### **E4.6.4 First Aid Services**

The contractor must implement and comply with OHS Act - General Safety Regulation 3  
The Contractor must provide a person qualified to give first aid attention on the Site at all times that the Contractor is carrying out work on the Site. The minimum qualification is that provided by the St John's Ambulance Brigade or as prescribed in the OHS Act – General Safety Regulation 3.

The Contractor must provide and maintain first aid equipment on the Site. The equipment is to a standard as laid down by the Statutory Regulations.

#### **E4.6.5 First Aid Boxes**

To be provided with contents as per minimum legal requirements. Boxes is provided in all working areas and kept locked. Record to kept, in an appropriate register of all treatment done. (SABS approved signs to indicate location of first aid boxes)

Emergency numbers to be posted at phones and in every office. Provide workers with stickers to place inside their hardhats with emergency numbers printed on stickers.

#### **E4.6.6 Smoking**

The Contractor must not permit smoking at the Site except within designated smoking areas selected in accordance with applicable laws, rules, regulations, and policies.

#### **E4.7 Safe Systems of Work**

##### **E4.7.1 Typical Activities Requiring Safe Work Procedures (SWP's)**

Guidelines of typical construction activities for which SWP's is provided before starting work on site by the Contractor (To be attached to Risk Assessments)

- Site establishment, Firefighting and evacuation, Rubble and refuse removing, Stacking and storing, Housekeeping, Loading & off-loading of vehicles etc.

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**General:**

- Work areas – benches, containing of sparks, Barricading and handrails, Safe Access and egress, Evacuation and emergency procedures, Backfilling and compacting, Shuttering & Form work, Lifting and rigging, Steel fixing, Pouring of concrete and floating, Elevated work, Use of ladders, Roadwork and Fuelling of machines.

**Scaffolding:**

- Erection, Dismantling

**Activities per Discipline:**

- Civil, Structural, Pipefitting, Mechanical, Electrical, Instrumentation, Bricklaying, Roofing and cladding, Installation of cable racks, Cable pulling, Work in confined spaces, Stock keeping and control, Grit blasting, Demarcation

**People activities like:**

- Grinding, Welding, Using Jack Hammer, Operating of machines, Cutting, Compacting, Crane operating etc.

**E4.7.2 Personal Protection**

The contractor must implement and comply with OHS Act – General Safety Regulation 2

**Standard PPE**

All Contractors' personnel at the site, including visitors, must use the following minimum personal safety equipment at all times:

- Safety head protection with chin strap (SABS approved)
- Safety footwear with steel toe protection (From type or equivalent)
- Safety glasses with side shields (UVEX type or equivalent)
- Hand Protection (as required)
- High visibility vests
- Hearing and respiratory, protection as required
- Suitable protective clothing (Overalls for all employees conducting physical working)

Personnel exposed to noise levels exceeding 85dB (A) for any period of time or where signs indicate hearing protection is required to wear (SABS approved) hearing protection.

All personnel engaged in maintenance and operational activities must use the minimum personal protection applicable at the site.

**PPE and Related Safety Requirements is free issue by Contractor.**

**E4.7.3 Requirements when Off-loading Vehicles**

The Contractor must ensure that drivers and/or their assistants, who are required to assist with the off-loading of material and/or equipment, are provided with the following minimum Personal Protective Equipment: -

- Hard hat
- Safety boots / shoes
- Gloves
- Glasses

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#### **E4.7.4 Elevated Work**

The contractor must implement and comply with Construction Regulation 10.

The Contractor must:

- Submit a fall protection and rescue plan to the Department of Sport Project Manager for approval, before any elevated work commence

Ensure that:

- All tools in elevated positions is attached to lanyards and be attached to either the person or structure
- Equipment in elevated positions are tied back to the structure
- No loose items in elevated positions. E.g. Bolts and nuts is in pouches, not paper boxes

#### **E4.7.5 Oxygen and LPG Cylinders**

The contractor must implement and comply with OHS Act and General Safety Regulation 9

Contractors must establish satisfactory storage areas (Fenced, shaded, approved surface and all necessary signs posted) for oxygen and LPG Gas cylinders. Oxygen and LPG cylinders is stored (separate) and in an upright position.

When moving cylinders from place to place, ensure they are kept secure to avoid them from being knocked over or falling. Before moving a cylinder without a suitable truck or trolley, close the cylinder valve and remove the regulator. Only use special approved cylinder crates/cradles. Do not transport cylinders with magnet cranes. Never use cylinders as rollers, even if they are marked 'empty'.

#### **Storage of Gas Cylinders**

Storage areas should whenever possible be well clear of buildings

- A protective covering is provided.
- Adequate ventilation is provided.
- Storage areas are kept free from all combustible materials, no other materials is stored in cylinder enclosure.
- Full cylinders must be kept apart from empty cylinders so that it must not be necessary to open valves to check whether cylinders are empty or full. Mark empty cylinders clearly and store in space provided.
- Cylinders must always stand upright, special stands is used for cylinders and the cylinders is chained separately in an upright position.
- Cylinders is stored in rows with aisles in-between for easy removal in event of fire.
- For security and ventilation purposes a wire mesh fence should surround the storage area. Keep the enclosure locked.
- All danger signs is prominently displayed at storage area: e.g.  
No Smoking  
No naked flames
- Adequate firefighting equipment is available
- Oxygen and acetylene should be stored separately
- The storage should be clearly marked
- Oxygen- Full    Oxygen - Empty
- Acetylene- Full    Acetylene- Empty
- Flammable and oxidising gasses must not be stored together, greases and oils must never be allowed to come in contact with Oxygen

#### **Electrical installations and machinery on construction**

The Contractor must ensure that:

- All electrical installations carried out on the site are in accordance with the Electrical Installation Regulations. For permanent or temporary installation, as appropriate. In addition, electrical installations must comply with Department of Sport Electrical Standard Specification
- 
- All electrical installations are inspected by The Department of Sport Representative (or his nominee) to ensure that the installation complies with the statutory regulations applicable to the site and The Department of Sport Safety Regulations
- 
- All electrical machines, power tools and appliances provided by the Contractor for his own use on the site are in a serviceable condition
- 
- Where natural lighting is inadequate, artificial lighting is to be provided in all work areas, access ways and for rescue equipment. Compliance with OHS Act - Environmental Regulation 3 and Annexure E to the regulations
- 
- Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp

Any installations deemed unsatisfactory by the Department of Sport Representative should be removed by the Contractor at his expense.

#### **E4.7.6 Working at Heights on platforms, scaffolding.**

The Contractor must implement and comply with OHS Act - General Safety Regulation 6

Where personnel are required to work in any area not guarded for fall protection, which is 1.8 metres or more above ground level or platform, floor or surface below, permanent fall protection is utilised by the personnel. Fall protection includes:

- Safety harnesses and double lanyards
- Approved lifelines
- Other approved means

All harnesses must comply with **SABS** Standards

#### **E4.7.7 Work Platforms**

The Contractor must ensure that all working platforms, be they permanent, temporary or portable, 1.5 metres or more in height, is fully decked, including toe boards, and fully hand railed. Where it is not practical to have handrails or there is a need to work outside handrails, the use of an approved safety harness, with lanyard attached to a secure anchorage is required.

#### **E4.7.11 Fire and Emergency Equipment (Site)**

The Contractor must provide and maintain all fire and emergency equipment. The Contractor must ensure all personnel familiarise themselves with locations of fire equipment in the vicinity of their work site. Work areas must be clear, at all times, of any material, which could fuel a fire. A thorough inspection is made of the area at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (All machines to be turned off at main switches, and cylinders to be close and hoses deflated.)

The Contractor must supply all fire extinguishers for his work as required on the site during the construction phase. Fire extinguishers are not to be used for any purpose other than their intended use.

The Contractor must ensure that his personnel are trained in the use of fire extinguishers.

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#### **E4.7.12 Excavations, Trenches and Floor Openings**

The contractor must implement and comply with Construction Regulation 11 OHS Act – General Safety Regulation 13

The Contractor must ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

Warning signs and flashing warning lights at night is provided in suitable positions to warn any persons approaching the area of the location and extent of any excavation.

Personnel must report any unusual conditions that may be found, such as underground power lines, pipe lines, sewers or inconsistent materials, immediately to the Department of Sport Representative and, if a risk to personnel safety is involved, stop all work until approval to continue is granted by the Department of Sport Representative.

All excavations must be on register and inspected daily before work commences & after inclement weather by the Contractors appointed competent person, declared safe and his findings noted in the said register.

#### **E4.7.12 Stacking Material**

The contractor must implement and comply with OHS Act – General Safety Regulation 8

Stacking to be neat and safe at all times.

#### **E4.7.13 Manual Handling of Materials**

Contractors must ensure that no employee is required or permitted to lift or move by hand any heavy object that is likely to cause a risk of injury.

Adequate PPE must be issued and used at all times while working on site.

### **E4.8 Incident Management**

#### **E4.8.1 Incident Reporting System**

The contractor must implement and comply with OHS Act – General Administrative Regulations 6 and 8.

The Contractor must notify the Department of Sport Representative immediately of any non-conformance to procedures or of any other incident within the Contractor and his sub-Contractors' areas of responsibility in writing.

The Contractor must have an accident and incident reporting system that is compatible with the Department of Sport, Arts and culture's standards and all applicable statutory requirements. Any incident or "near miss" involving the Department of Sport, Arts and culture, the Department of Sport, Arts and culture's nominated representative, the Contractor its subcontractor's or any third party's personnel, property, plant or equipment, is verbally reported immediately to the Department of Sport or the Department of Sport, Arts and culture's nominated Representative, whether or not injury to personnel or damage to property or equipment resulted.

The Contractor is reminded that this Incident reporting system does not exempt the Contractor from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHS Act & Compensation Of Injuries and Diseases Act.

Contractors must complete and keep record of Annexure 2 as required by legislation.

#### **E4.8.2 Corrective Action**

The Contractor must:

- Ensure all hazards, incidents and accidents, including near misses, are investigated fully and



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documented.

- Take corrective action to eliminate the cause of the incident or accident to prevent recurrence; and review inspection and audit reports to identify areas of improvements.

For the purposes of this specification, a Health & Safety incident is taken as an incident involving harm or potential harm to any employees of the Contractor, the community, subcontractor and/or the work environment, or where the physical well-being of a person, the community or the work environment has been placed at risk, e.g. a near miss.

#### **E4.8.3 Injury Management**

The aim of injury management is to ensure appropriate and adequate medical treatment is provided to injured employees to enable a quick and efficient return to the workplace.

Effective injury management must commence immediately after the accident has occurred and is to include:

- Counselling of the patient.
- Formal assessments of employee capabilities prior to return to work; and
- Provision of alternate meaningful duties, where appropriate

#### **E4.9 Site Management**

To be read in conjunction with other Sections of the Contract.

##### **E4.9.1 Incorporation of Documents into Contract**

The Contractor must comply with all Site Rules/Site Instructions issued to it by the Department of Sport, Arts and culture, which are by this reference incorporated into and made part of this Contract.

##### **E4.9.2 Interpretation of Safe Working Instructions**

The contractor must implement and comply with OHS Act – Section 8 (2) (j)

If any site personnel are in doubt as to the meaning of any safe working instructions, they must consult their supervisor who issued them.

##### **E4.9.3 Emergency Response Manual**

The Contractor must provide the Department of Sport with both electronic and hard copies of the Contractor's Emergency Response Manual that sets out its procedures for fire spill response, rescue from heights and other relevant emergency response procedures. That procedure is made compatible with the Department of Sport, Arts and culture's emergency response procedures for the Site prior to commencing Site activities.

###### **E4.9.3.1 Fire Fighting**

The Contractor must prominently publish, in all relevant languages for all areas of operation under its control, the procedures to be carried out in the event of fire.

The Contractor must train all employees in the procedures to be followed in the event of a fire and/or a fire alarm.

Contractors must familiarize themselves with locations of fire equipment in the vicinity of their work site. Work areas must be clear, at all times, of any smouldering material which could fuel a fire. A thorough inspection is made of the area at the end of any working period to ensure that no smouldering material is left at the work site or any situation left in such a manner that a fire or accident could result.

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The Contractor must supply all fire extinguishers for its work as required by the statutory regulations governing the Site. Fire extinguishers are not to be used for any purpose other than their intended use.

#### **E4.9.3.2 Good Housekeeping plays a major role in Fire Prevention.**

The Contractor must ensure that:

- All Flammable / Combustible material is removed on a Daily basis.
- The minimum amount of Flammable Liquids is brought on to site.
  - All required safety signs are posted if any work is carried out with any Flammable/ Combustible material i.e. No Smoking, No naked flames and no Unauthorised Entry.
- That Supervisor to do constant and regular inspections to ensure adherence of Procedures.

#### **E4.9.3.3 Fire Fighting and Training**

It is the responsibility of the Contractor to ensure that supervisory staff and all persons involved in grinding, cutting or welding is familiar with firefighting procedures and the use of firefighting equipment.

#### **Maintenance**

All Fire Extinguishers must be:

- Conspicuously numbered and entered in a register.
- Visibly inspected monthly by a competent person and results recorded and signed.
- Inspected at least every six (6) months by an accredited supplier.

#### **E4.9.3.4 High Fire Risk Areas**

Cognisance must be taken of the fact that certain areas might be designated as High Fire Risk Areas on account of the large number of gas cylinders as well as other flammable liquids that may be present. As such, additional precautions must be instituted to ensure that strict control is exercised over all grinding, cutting and welding operations being carried out in these areas.

#### **E4.9.4 Safety Equipment**

The Contractor must ensure that all its safety equipment is regularly maintained and tested, that it is always in a serviceable condition, and that the Contractor's personnel and its subcontractor's personnel are instructed, trained, competent and, where required, certified in the use of such safety equipment. The safety equipment must comply with all applicable laws, rules, and regulations.

#### **E4.9.5 Commencement of Work**

Prior to the commencement of any Site work, the Contractor must consult with the Department of Sport or the Department of Sport, Arts and culture's nominated Representative regarding the availability of and access to the item or area of the plant to be worked on and regarding instructions relating to any special or unusual safety procedures that are to be followed.

The Contractor must not commence work on a particular item or area of the Site until the Department of Sport or the Department of Sport, Arts and culture's nominated Representative has provided the appropriate "authority to commence work".

#### **E4.9.6 Notifications**

##### **E4.9.6.1 Electrical Work (Power Supply)**

The Contractor must submit to the Department of Sport or the Department of Sport, Arts and culture's nominated Representative and the Power Authority, in writing, notification of completion

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of any power supply system electrical work prior to power being supplied. No further work is undertaken without the written acceptance of the Department of Sport or the Department of Sport, Arts and culture's nominated Representative and the Power Authority. All electrical work is carried out in accordance with the relevant statutory requirements. The Site Construction Manager and the Power Authority must approve all electrical work before being energised.

#### **E4.9.6.2 Plumbing Work**

The Contractor must submit to the Department of Sport or the Department of Sport, Arts and culture's nominated Representative, in writing, notification of completion of any plumbing work prior to water being supplied. No further work is undertaken without the written acceptance of the Department of Sport or the Department of Sport, Arts and culture's nominated Representative. All plumbing work is carried out in accordance with the relevant statutory requirements.

#### **E4.9.7 Completion Inspection**

On completion of any work on Site the Contractor must notify the Department of Sport or the Department of Sport, Arts and culture's nominated Representative, and conduct a final inspection to ensure that all items and areas of plant are left in a safe, clean and operational condition.

#### **E4.9.8 House keeping**

The contractor must implement and comply with Construction Reg. 27

The Contractor must maintain all work areas in a tidy state, free of debris and rubbish. Unless directed otherwise, the Contractor must dispose of all debris, rubbish, spoil and hazardous waste off site, outside the Department of Sport, Arts and culture's property in a designated and authorised area or facility.

In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, the Department of Sport Representative has the right to instruct the Contractor to cease work until the area has been tidied up and made safe. Neither additional costs nor extension of time to the Contract is allowed as a result of such a stoppage. Failure to comply must result in site cleaning by another Contractor at the cost of the non-complying Contractor.

The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by The Department Representative.

**Note: No shift may commence without and/or before proper housekeeping is in place.**

#### **E4.9.9 Contractor Health & Safety Documentation**

The Contractor is required to supply to Department of Sport their Health & Safety documentation as indicated in this Specification and as directed by Department of Sport throughout the Contract.

#### **E4.9.10 Electricity**

The contractor must implement and comply with OHS Act Electrical Installation Regulations OHS Act Construction Reg.24

All electrical installation is carried out by an appointed and qualified ticketed electrical installation electrician the Contractor must keep a record of his approval of the installation.

#### **E4.9.11 Intoxicating Liquor or Drugs**

The contractor must implement and comply with OH&S Act – General Administrative Regulation 10

Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs, or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

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**E4.9.12 Access Control**

The Contractor must comply with Department of Sport access control systems applicable to the construction site.

Failure to comply with these requirements is viewed as a major safety breach requiring disciplinary action of removal from site and/or suspension without payment.

**E4.10 Termination and Suspension for Breach of Health and Safety Conditions**

The Department of Sport and the Contractor agree that the provisions of this Clause are of the utmost importance, and any relevant violation of them is considered to be a material and substantial breach of this Contract.

The Contractor must not cause, permit, or tolerate a hazardous, unsafe, unhealthy or environmentally unsound condition or activity over which it has control at the Site. If the Contractor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition, including a violation of any of the Health and Safety requirements, it must immediately notify the Department of Sport or the Department of Sport, Arts and culture's nominated Representative and take whatever steps are necessary and as is agreed between the Department of Sport and the Contractor to remove from site, eliminate, terminate, mitigate, and rectify the condition. If remedial action is not implemented within the agreed term, the Department of Sport or the Department of Sport, Arts and culture's nominated Representative has the right to stop work forthwith.

If the Contractor fails to take the necessary steps to cure that breach or violation promptly or to otherwise comply with this Clause, the Department of Sport may exercise its rights of termination according to the default provisions of this Contract.

**ANNEXURE 2 (to OHSA 1993 Health and Safety Specification)**

**To: The Provincial Director, Department of Labour, .....**

Employer

Employer Witness

**C94**

Contractor

Contractor Witness

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**ANNEXURE 2**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(Regulation 4 of the Construction Regulations, 2014)**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of Contractor:  
.....  
(b) Name and telephone number of Contractor's contact person:  
.....
2. Contractor's compensation registration number:  
.....
3. (a) Name and postal address of Employer:  
.....  
.....  
(b) Name and telephone number of Employer's contact person or agent:  
.....
4. (a) Name and postal address of designer(s) for the project:  
.....  
.....  
(b) Name and telephone number of designer's(s') contact person(s):  
.....  
.....
5. Name and telephone number of Contractor's Construction Manager on site appointed in terms of regulation 8(1):  
.....
6. Name(s) of Contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):  
.....  
.....  
.....

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## ANNEXURE 2 - Continued

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7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:

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

9. Expected commencement date: .....

10. Expected completion date: .....

11. Estimated maximum number of persons on the construction site:

Total: ..... Male: ..... Female: .....

12. Planned number of subcontractors on the construction site accountable to Contractor:

.....

13. Name(s) of subcontractors already selected:

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

---

Contractor

Date

.....  
KZN DSAC (where applicable)

Date

.....  
Employer

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

---

Employer

Employer Witness

C96

Contractor

Contractor Witness



C4: SITE INFORMATION

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<b>C4.3    STANDARD DETAILS AS PER LIST ON PAGE C52.....</b>	<b>C126</b>



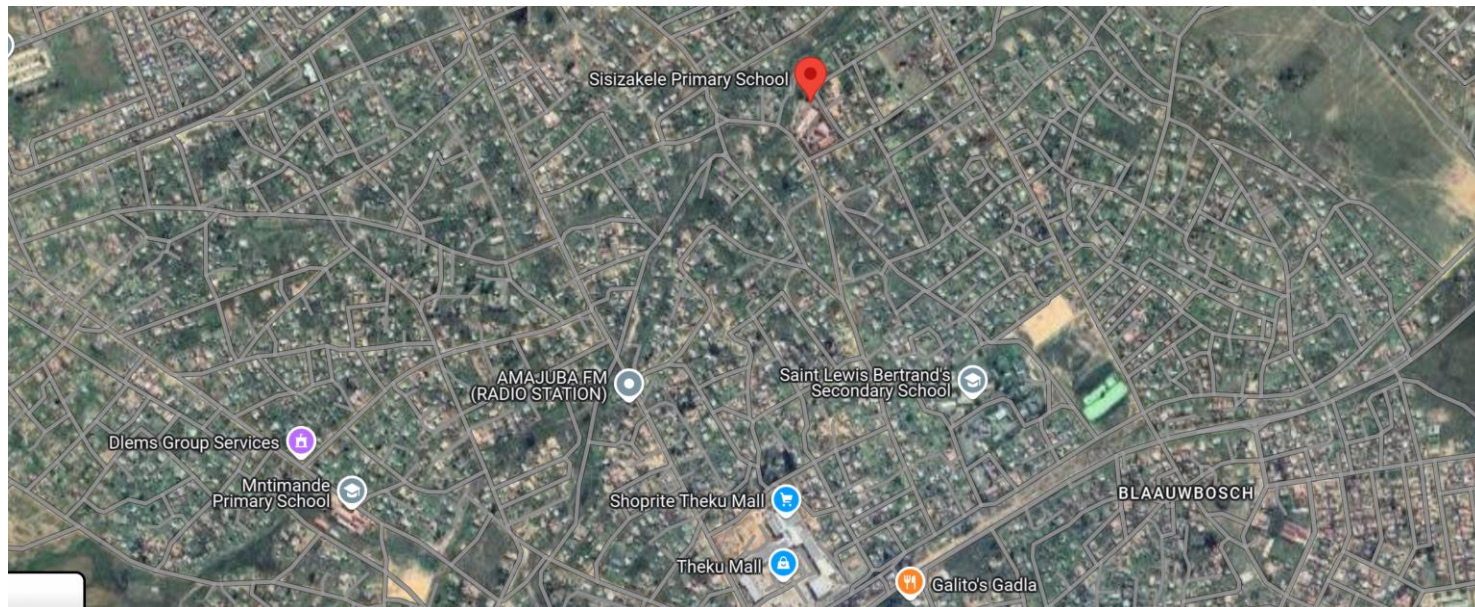


## KWAZULU-NATAL PROVINCE

SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA

### C4.1 LOCALITY PLAN

#### LOCALITY PLAN



#### SISIZAKELE PRIMARY SCHOOL

Longitude: -27.7744367

Latitude: 30.0896800



**KWAZULU-NATAL PROVINCE**

**SPORT, ARTS AND CULTURE**  
REPUBLIC OF SOUTH AFRICA

#### **4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS**



## FUNCTIONALITY FOR COMBO COURT

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
1 Functionality	40		
1.1 Experience (track record).	(15)	15 points where at least seven (7) contracts of combo court/Tennis/Volleyball/Netball Courts were completed (refer to annexure A); 10 points where at least five (5) contracts of combo court/Tennis/Volleyball/Netball Court were completed (refer to annexure A); 5 point where at least two (2) contracts of combo court/Tennis/Volleyball/Netball Court were completed (refer to annexure A).	Submission of information on annexure "A" (Appointment letter, order and completion certificate for each completed contract be attached)  For sub-contracting works: copy of appointment for main contractor/consultant (with contactable details) who issue the bidders appointment must be attached.
1.2 Time for practical completion.	(10)	10 point for completion within 45 days 6 points for completion within 60 days 3 points for completion within 90 days	Submission Execution Plan and programme of work (Excel Format or Gantt Chart Format)
1.3 Availability of equipment/plant.	(10)	10 points for ownership of equipment (TLB, roller) 5 points for undertaking to hire (TLB, roller)	Submission of proof of ownership (copy of certified Log book)  Submission of a letter of undertaking from the Service Provider whom the equipment/plant hire will be made available. A signed original letter/agreement) on a letterhead to be submitted.
1.4 Supervisor / team leader's experience in work of a similar nature	(5)	5 points for three (3) years and above; 3 points for two (2) years and above 1 points for one (1) years and above	Submission of a CV relating to construction experience. (In order to be credited points all certified copies of qualifications must be attached)
Total points	40		

### NOTE:

1. The bidder who scores less than **60% (24 points)** for functionality will be eliminated.
2. The bidder may not be awarded more than two (2) of the projects advertised in the month.



## KWAZULU-NATAL PROVINCE

SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA