

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS – CONTRACT NO: 2/2025

REQUEST FOR TENDER

TENDER DOCUMENTS ARE AVAILABLE AT A COST OF R1000 EACH

IMPORTANT NOTICE

N.B: NO TENDER DOCUMENTS TRANSMITTED WILL BE ADMISSIBLE

- CIDB Requirements:** Tenderers should have a CIDB Contractor Grading of **3CE** and higher who satisfy criteria stated in the Tender Data may submit Tender Offers.
- Closing Date:** **NO** Tender will be accepted after Closing Time of **12:00** on the Closing Date. Please ensure that Tender Documents are clearly marked with the **Reference Number 2/2025** and addressed to **JB MARKS LOCAL MUNICIPALITY**. Tenders are to be deposited in the **Tender Box** situated in the **Dan Tloome Civic centre, Wolmarans Street, POTCHEFSTROOM**, on or before the Closing Time and Date, being **12:00 on 12 June 2025**. Under **NO** circumstances must Tender Documents be handed to an employee of **JB MARKS LOCAL MUNICIPALITY**. Tender Documents via Courier Services must also be deposited in the Tender Box and not handed to an employee of **JB MARKS LOCAL MUNICIPALITY**.
- Late Tenders:** **Tender Documents received after the Closing Time and Date will be late and will not be accepted under any circumstances.**
- Tender Briefing:** There will be no briefing session
- Opening of Tenders:** Tenders will be opened in public in the Committee Room soon after the Closing Time and recording of received Tender documents will commence.
- Selection Process:** The selection process will be subject to the Supply Chain Management Policy of JB MARKS LOCAL MUNICIPALITY. JB MARKS LOCAL MUNICIPALITY will not necessarily accept the lowest or any proposal and reserve the right to withdraw a Tender without furnishing reasons.

NB: ONLY TENDER DOCUMENTS OBTAINED LEGALLY AND WHICH HAVE BEEN PAID FOR WILL BE CONSIDERED, PROOF OF PURCHASE MUST BE ATTACHED, RETURNED DOCUMENTS MUST BE IN ITS ORIGINAL CONDITION WITHOUT TAMPERING.

Name of Tenderer:			Cidb Requirements	
Contact Person:			Name of Contractor	CRS Number
Telephone No:			1.	
Mobile No:			2.	
Tender Amount (Vat Incl):			3.	
Contract Duration (Weeks):				

PREPARED BY:

Mtema Mashao Consulting Engineers (Pty) Ltd
112 Willem Botha Street
Eldoraigne Ext. 06
Centurion
0157

Tel: (012) 437 9131
Fax: (012) 430 2197

PREPARED FOR:

THE MUNICIPAL MANAGER
JB Marks Local Municipality
P.O. Box 113
POTCHEFSTROOM
2520

Tel: (018) 299 - 5111
Fax: (018) 297 - 0477

CLOSING DATE: 12 June 2025

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS
CONTRACT NO: 2/2025

CIVIL WORKS

CONTENTS OF VOLUME 1

DESCRIPTION	COLOUR
CONTENTS LIST OF VOLUME 1	
PORTION 1: TENDER	
Part T1 Tendering procedures	
Section T1.1 Tender notice and invitation to tender	White
Section T1.2 Tender data	Pink
Section T1.3 Standard conditions of tender	Pink
Part T2 Returnable documents	Yellow
Section T2.1 List of returnable documents	
Section T2.2 Returnable schedules	
PORTION 2: CONTRACT	
Part C1 Agreements and contract data	Yellow
Section C1.1 Forms of offer and acceptance	
Section C1.2 Contract data	
Part C2 Pricing Data	Yellow

Section C2.1	Pricing Instructions
Section C2.2	Bill of quantities
Section C2.3	Summary of schedules

Part C3	Scope of work	Blue
----------------	----------------------	------

Section C3.1	Description of the Works
Section C3.2	Engineering
Section C3.3	Procurement
Section C3.4	Construction

Part C4	Site Information	Green
----------------	-------------------------	-------

END OF SECTION



PORTION 1: TENDER

Part T1: Tendering Procedures



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

TENDERING PROCEDURES

INDEX

Section	Description	Page No
PART T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T1.1
PART T1.2	TENDER DATA.....	T1.2-1
PART T1.3	STANDARD CONDITIONS OF TENDER.....	T1.3-1

END OF SECTION



PORTION 1: TENDER

Section T1.1: Tender Notice and Invitation to Tender

JB MARKS LOCAL MUNICIPALITY

TENDER NOTICE

CONTRACT NO: 2/2025: IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

Tenders are hereby invited in terms of Section 83 of Local Government: Municipal Systems Act, (Act 32 of 2000) for the Completion of The Construction of Water Reticulation Pipeline within JB Marks

CLOSING TIME AND DATE: 12h00, 12 June 2025

Tender documents will be available upon payment of a non-refundable deposit of R1000, and all payments must be made at the Rates Hall, Dan Tloome complex, Wolmarans Street, Potchefstroom.

Cheques must be made payable to the “City Treasurer”.

The tenderers should have a minimum **3CE** or higher CIDB grading, or a value determined in accordance with regulations 25 (1B) or 27 (7A) of the Construction Industry Development Board.

There will be no briefing session. All enquiries should be directed to the PMU Manager, Mrs. Kedumetse Batlhaodi or the PMU Technician, Ms. Kealeboga Maimela on 018 299 5459.

Sealed tenders, duly endorsed with “**CONTRACT NO: 2/2025**”, must be placed in the tender box in the **office of the Speaker at room 315, Third Floor, Dan Tloome Complex, corner of Sol Plaatje Avenue and Wolmarans Street, Potchefstroom** or addressed to PO Box 113, Potchefstroom, 2520. Tenders will be received until **12:00** and will be opened in public in the Committee Room, Municipal Offices, DanTloome Complex, corner of Sol Plaatje and Wolmarans Street, Potchefstroom.

Telegraphic or electronic tenders will not be accepted.

The Council is not compelled to accept the lowest or any other tender. The successful tenderer will be required to enter into a formal contract/ any part of the tender with Council.

Tenderers must supply the necessary information in order to comply with the requirements of Section 83 of the Local Government: Municipal Systems Act, (Act 32 of 2000) and subject to the conditions of the Preferential Procurement Policy Framework Act, (Act 5 of 2000) as well as the regulations promulgated in terms of Section 5 of the Act. Council’s procurement policy will also be applicable.

The Municipal Supply Chain Management Regulations published in Government Gazette 40553 dated 20 January 2017, the Preferred Procurement Regulations of 2017 which came to effect on the 01st of April 2017 and Supply Chain Management By-Law of the JB Marks Local Municipality will also be applicable.

Tenderers shall take note of the following tender conditions:

- The functionality criteria and minimum threshold are as follows:

Category	Functionality Criteria	Points (Maximum)
(i)	Related experience	35
(ii)	Staff Competence	25
(iii)	Availability of Plant (Owned/Hired)	20
(iv)	Locality	20
Total		100

Prequalification/ Condition of a tender

- Original Tax Clearance Certificates or Declarations from the South African Revenue Services, confirming that the tax matters of the tendering company or joint venture are in order, are to be submitted with the completed tender.
- On meeting, minimum Functionality criteria, tenders will be further evaluated and assessed using the 80/20 preference point system which awards points on the basis of 80 points for price and 20 points for B-BBEE level of contribution
- Tenders shall remain valid for a period of 90 days after the closing date.
- The successful bidder will be awarded over the two financial years or more period consecutively.

MUNICIPAL MANAGER
Notice no.

PORTION 1: TENDER

Section T1.2: Tender Data

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is JB MARKS LOCAL MUNICIPALITY.
1.2	The tender documents issued by the employer comprise one volume. Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document.
1.3	Replace the 2 nd paragraph of the clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.

1.4	The Employer's agent is (also known as the Engineer): Mtema Mashao Consulting Engineers (Pty) Ltd 112 Willem Botha Street Eldoraigne Ext. 06 Centurion 0157 Tel: (012) 437 9131 Fax: (012) 430 2197 Email: itumeleng@mtmamashao.co.za
2.1	Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB rating of 3CE or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the construction works "Civil Engineering" (CE) class of construction work with a grading designation 3CE and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE class of construction work.
2.2	Add the following to the clause: Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
2.7	There will be no briefing session. All enquiries should be directed to the PMU Manager, Mrs. Kedumetse Batlhaodi or the PMU Technician, Ms. Kealeboga Maimela on 018 299 5459.

	Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.12.2	Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings. Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with these Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either

	electronically (if they were issued in electronic format) or by writing in black ink. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.13.3	No copies of the tender offer are required.
2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Tender box location : Office of the Speaker Room 315 Third Floor Physical Address : Municipal Buildings Dan Tloome Complex Corner of Sol Plaatje Avenue and Wolmarans Street Potchefstroom, 2520 Identification details : Contract: 2/2025 IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS The name and address of the tender shall be entered on the back of the envelope.
2.13.6	A two-envelope procedure will not be followed.
2.13.9	Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause:

	The Tenderer is required to enter information in the following sections of the document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Bill of Quantities The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer. Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive. Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 Form T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall
--	---

	be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
2.15.1	The closing time and location for the submission of tender offers are: Time 12:00 on 12 June 2025 Location: Dam Tloome Complex Room 315 Third Floor Cnr. Sol Plaatjie Av and Wolmarans St. Potchefstroom
2.16.1	The tender offer validity period is 90 days.
2.16.1	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	Add the following new clause: Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.1	Add the following to the clause: Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the

	provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	The following certificates / information are to be provided with the tender offer. Failure to submit the listed returnable documents will result in tender being classified non-responsive.: a) Company Registration Certificate. b) Original Valid Tax Clearance Certificate. c) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate), d) Bank Cancelled Business Cheque. e) Detailed Company Profile. f) Certified ID copies of Directors. g) Certified documents of previous appointment letters or completion certificates of "Applicable Previous Works Executed". h) Proof of residence obtainable from your Local Municipality or proof of payment of municipal services for business properties within the last three months or lease agreement if applicable. i) The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate. j) CIDB Grading Certificate indicating 3CE or higher. k) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,

	l) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, m) Joint Venture Agreement (if tenderer is a Joint Venture), n) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993). o) Curriculum vitae of the person who prepares the Contractors Health and Safety Plan; and p) Curriculum Vitae of all supervisory staff.
3.1	Replace the contents of the clause with the following: Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.
3.4	Tenders will be opened immediately after the closing time for tenders, at the same venue.
3.5	A two-envelope procedure will not be followed.
3.8.1	Add the following to the clause: Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.
3.9.3	Replace the contents of the clause with the following: Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made that particular tenderer.
3.9.4	Delete this clause.
3.11	Add the following new clause: Scoring preference Up to (100-W₁) tender evaluation points (W_p) will be awarded to tenderers who complete the referencing schedule (bound into Section

	T2.2) and who are found to be eligible for the preference claimed. Refer to the Employer's Preferential Procurement Policy appended to this section as Annexure A.
3.11.1	Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W_1 is: 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000; or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R1 000 000.
3.11.7	The financial offer will be scored in terms of Formula 2 Option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.12	Replace the contents of the clause with the following: If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.14	Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.
3.18	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION



PORTION 1: TENDER

Section T1.3: Standard Conditions of Tender



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

STANDARD CONDITIONS OF TENDER

INDEX

Item	Description	Page No
1.	General.....	T1.3.1
2.	Tenderer's Obligations	T1.3.5
3.	The Employers Undertakings	T1.3.12

These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009).

END OF SECTION



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

- 1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Section 2 and Section 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation,



allegiance or loyalty which would in any way affect any decisions taken.

The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

1.2 Tender Documents

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

1.3 Interpretation

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

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

For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between



offers on a comparative basis

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 Communication and employer's agent

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

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

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process, or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.



1.6 Procurement procedures

1.6.1 General

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

1.6.2 Competitive negotiation procedure

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

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

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

The contract shall be awarded in accordance with the provisions of 3.11 and 3.13



after tenderers have been requested to submit their best and final offer.

1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

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

1.6.3.2 Option 2

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

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

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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

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



2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.



Details of the meeting (s) are stated in the tender data.

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

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



Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the



tenderer's name and contact address.

- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

2.15 Closing time

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



2.16 Tender offer validity

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No. change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause 2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

2.18 Provide other material

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the



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

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

2.19 Inspections, tests and analysis

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

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

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

2.23 Certificates

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



3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

- 3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- 3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue Addenda

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



3.3 Return late tender offers

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

3.4 Opening of tender submissions

- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request.

3.5 Two-envelope system

- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return



unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 Non-disclosure

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

3.7 Grounds for rejection and disqualification

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

3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities



under the contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

3.9 Arithmetical errors, omissions and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for;

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

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item



total resulting from the product of the unit rate and the quantity, the line item total shall govern, and **the rate shall be corrected**. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 Clarification of a tender offer

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

3.11 Evaluation of tender offers

3.11.1 General

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

3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.



- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.3 Method 2: Financial offer and preference in the case of a financial offer and preferences:

Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated



3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and
 N_q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.



3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and

N_q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.



3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer; and

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and

A is the number calculated using the formula and option described in table 1 as stated in the tender data.

Table 1 – Formula for calculating the value of A^a

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			



3.11.8 Scoring preferences

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

3.11.9 Scoring quality

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

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

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

where:

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

3.12 Insurance provided by the employer

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

3.13 Acceptance of tender offer



Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

3.14 Prepare contract documents

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

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

Complete the schedule of deviations attached to the form of offer and acceptance,



if any.

3.15 Complete adjudicator's contract

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

3.16 Notice to unsuccessful tenderers

- 3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.
- 3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.17 Provide copies of the contracts

- 3.17.1 Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 Provide written reasons for actions taken

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

END OF SECTION



PORTION 1: TENDER

Part T2: Returnable Documents



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
PART T2.1	LIST OF RETURNABLE DOCUMENTS	T2.1-1
PART T2.2	RETURNABLE SCHEDULES	T2.2. i

END OF SECTION



PORTION 1: TENDER

Section T2.1: List of returnable documents



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) The **B-BBEE status** level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation from 07 December 2011, should the bidder wish to claim preference points for the specific bid.
 - b) **ORIGINAL VALID TAX CLEARANCE CERTIFICATE** (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 22549 dated 10 August 2001),
 - c) **Certified copy of VAT Registration Certificate** (if VAT number is not included in tax clearance certificate),
 - d) **Certified copy of a Workmen's Compensation Certificate**, Act 4 of 2002,
 - e) **Certified copy of Unemployment Insurance Certificate**, Act 4 of 2002,
 - f) **Certified copy of Certificate of Incorporation** (if tenderer is a Company),
 - g) **Certified copy of Founding Statement** (if tenderer is a Closed Corporation),
 - h) **Certified copy of Partnership Agreement** (if tenderer is a Partnership),
 - i) **Certified copy of Identity Document** (if tenderer is a One-man concern),
 - j) **Joint Venture Agreement** (if tenderer is a Joint Venture),
 - k) **Curriculum vitae of the Health and Safety Officer** the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
 - l) **Curriculum vitae of the person who prepares the Contractors Health and Safety Plan**; and



-
- m) **Curriculum Vitae of all supervisory staff.**
 - n) **Proof of Payment of Municipal Services.**
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
 3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



PORTION 1: TENDER

Section T2.2: Returnable schedules

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

RETURNABLE SCHEDULES

INDEX

SECTION	DESCRIPTION	PAGE NUMBER
FORM T2.2.1	- ALTERATIONS BY TENDERER	T2.2-1
FORM T2.2.2	- DECLARATION OF INTEREST.....	T2.2-2
FORM T2.2.3	- WORKS PREVIOUSLY EXECUTED.....	T2.2-5
FORM T2.2.4	- PRESENT COMMITMENTS.....	T2.2-7
FORM T2.2.5	- SUPERVISORY AND SAFETY PERSONNEL.....	T2.2-8
FORM T2.2.6	- LABOUR UTILISATION	T2.2-9
FORM T2.2.5	- LABOUR UTILISATION - MAN DAYS	T2.2-12
FORM T2.2.7	- COMPLIANCE WITH OHSA (ACT 85 OF 1993).....	T2.2-13
FORM T2.2.8	- PLANT AND EQUIPMENT.....	T2.2-14
FORM T2.2.9	- SUB-CONTRACTORS.....	T2.2-15
FORM T2.2.10	- SITE INSPECTION CERTIFICATE	T2.2-16
FORM T2.2.11	- AUTHORITY OF SIGNATORY	T2.2-17
FORM T2.2.12	- B-BBEE LEVEL.....	T2.2-18

FORM T2.2.13 – TAX CLEARANCE CERTIFICATE	T2.2-19
FORM T2.2.14 – CONTRACTOR’S CONSTRUCTION REGISTERS SERVICE NUMBER FOR CIDBGRADING	T2.2-20
FORM T2.2.15 – CONTRACTOR’S BANKING DETAILS	T2.2-21
FORM T2.2.16 – DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO. 56 OF 2003)	T2.2-22
FORM T2.2.17 –CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	T2.2-23
FORM T2.2.18 –AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL.....	T2.2-24
FORM T2.2.19 – RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T2.2-25
FORM T2.2.20 - QUALITY CRITERIA AND POINTS CLAIMED	T2.2-26



FORM T2.2.1 - ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.2 – DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? ¹ **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....



3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....

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

YES / NO

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....



CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature

FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

- Four (4) certified copies of recommendation letters from previous Employers on their letterheads should be attached regarding previous work done in order to qualify for points.

FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed
- VI. Reasons why Contractual Construction Period were exceeded if applicable.

SIGNED ON BEHALF OF TENDERER	DATE:

FORM T2.2.4 - PRESENT COMMITMENTS

Employer	Engineer	Nature of Works	Value of Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Contractor's Site Agent (1) _____							
Contractor's Site Agent (2) _____							
Contractor's Foremen _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

Construction Team Key Personnel

- I. Safety Officer with First Aid plus OHSA (Construction Regulations) qualification
- II. 1 x Site Agent has NQF5 qualification/National Diploma (Technical)

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

FORM T2.2.6 - LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;

d) maintaining discipline; and

e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.



FORM T2.2.6 – LABOUR UTILISATION - MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/ Store man		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

FORM T2.2.7 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
-

3. Does the Contractor have a health and safety policy? If yes, provide a copy. **YES / NO**
How is this policy communicated to all employees?
-

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?
-

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**
-

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**
-

8. Does the Contractor have a safety induction training program in place? If yes, provide a copy. **YES / NO**

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.8 - PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

- Proof must be provided that the equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant. A letter stating that the plant is available for the project and proof of ownership must be provided

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.9 - SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

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

Company	Portion of Contract	Approx. Value

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.10 - SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

--	--

SIGNATURE OF TENDERER

DATE:

SITE VISIT

This will certify that _____

representing _____

attended a Site Inspection for this Contract on _____ 20_____

--	--

FOR THE ENGINEER

DATE:

FORM T2.2.11 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by :*(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

--	--

SIGNATURE OF TENDERER

DATE:

FORM T2.2.12 – B-BBEE LEVEL

The score for preferences will be calculated using the B-BBEE status level of the contributor for each responsive tender under consideration.

The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation should the bidder wish to claim preference points for the specific bid.

The full conversion of B-BBEE level to PPPFA points are as follows:

B-BBEE Level	PPPFA – Government tender points allocation 90/10
Level 1 Contributor	10
Level 2 Contributor	9
Level 3 Contributor	8
Level 4 Contributor	5
Level 5 Contributor	4
Level 6 Contributor	3
Level 7 Contributor	2
Level 8 Contributor	1
Non-Compliant Contributor	0

NB: THE TENDERER SHALL ATTACH B-BBEE CERTIFICATE

--	--

SIGNATURE OF TENDERER

DATE:

FORM T2.2.13 – TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

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

--	--

SIGNATURE OF TENDERER

DATE:

**FORM T2.2.14 – CONTRACTOR'S CONSTRUCTION REGISTERS SERVICE NUMBER FOR
CIDB GRADING**

CONTRACTOR'S CRS NUMBER

--

--	--

SIGNATURE OF TENDERER

DATE:

FORM T2.2.15 – CONTRACTOR'S BANKING DETAILS

CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code:

--	--

SIGNATURE OF TENDERER

DATE:

FORM T2.2.16 – DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER

***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule.**



FORM T2.2.17 –CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, JB MARKS LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

CONTRACT NUMBER: 21/2021 (B): IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

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

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

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

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

NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Homeowner, or letter from Tribal Authority.



FORM T2.2.18 –AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO:	THE MUNICIPAL MANAGER, JB MARKS LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

"The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:
51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ..."

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorise the JB MARKS LOCAL MUNICIPALITY to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from JB MARKS LOCAL MUNICIPALITY or any Local Municipality within the District.

THUS, DONE AND SIGNED for and on behalf of the Bidder / Contractor

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER **DATE:**

in the presence of the subscribing witnesses.

AS WITNESSES:

--	--

SIGNATURE WITNESS 1 **NAME IN BLOCK LETTERS**

--	--

SIGNATURE WITNESS 2 **NAME IN BLOCK LETTERS**



FORM T2.2.19 – RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER



FORM T2.2.20 - QUALITY CRITERIA AND POINTS CLAIMED

The bidder shall complete all the sections in this Form. Functionality shall be scored as indicated in paragraph F.3.11 of the Bid Data and the sections below

FUNCTIONALITY

Contractor is required to scores a minimum of **65** out of a maximum of **100** points for functionality to qualify.

Functionality of responsive tenders is evaluated on the basis of the following criteria:

Category	Functionality Criteria	Points (Maximum)
(i)	Related Experience	35
(ii)	Staff Competence	25
(iii)	Availability of Plant	20
(iv)	Locality	20
Total		100

A tender is disqualified if it fails to meet the minimum threshold for functionality per category and in total as described in the table above.

1. Related Experience (35 Points)

SCORE	No. of Years
Score 0	No or inadequate information to determine scoring level.
Score 10 (poor)	Tenderer has successfully completed 3 construction projects of similar nature with project values greater than R 7 million with positive references.
Score 20 (adequate)	Tenderer has successfully completed 4 construction projects of similar nature with project values of greater than R 7 million with positive references.
Score 28 (good)	Tenderer has successfully completed 5 construction projects of similar nature with project values of greater than R 7 million with positive references.
Score 35 (excellent)	Tenderer has successfully completed 6 or more construction projects of similar nature with project values of greater than R 7 million with positive references.



Sufficient information with regard to previous projects including appointment letter project description, value of the projects and the value of the work done along with reference that can be contacted must be supplied. The scoring will be determined according to the level of experience. **Copies of Completion Certificates for each project must be included and must be provided.**

2. Staff Competence (25 Points)

Certified supporting documentation of qualifications must be attached to the shortened CV for each of the key personnel that will be involved in the project.

References will also be required for each of the key personnel.

The scoring of the key personnel will be as follows:

SCORE	EXPERIENCE AND QUALIFICATION	LEVEL EXPERIENCE OF SIMILAR PROJECTS
Project Leader/Manager	BSc/BTech in Civil Engineering or related	8+ years = 8 points 5-7 years = 5 points 1-4 years = 4 points
Construction Manager	NDip/N6 in Civil Engineering or related	5+ years = 7 points 2-4 years = 5 points 0-3 years = 3 points
Site Foreman/Supervisor	N4 in Civil Engineering or related	5+ years = 5 points 2-4 years = 3 points 0-1 years = 1 points
Land Surveyor	NDip/Bachelor's Degree in Surveying/Geomatics or related	5+ years = 5 points 2-4 years = 3 points 0-1 years = 1 points

The scoring for staff competence will be determined by the total of the scores awarded for each one of the following disciplines:

Project Leader/Manager - Experience Level:

With 1 to 4 years' project specific experience - **4 Points**

With 5 to 7 years project specific experience - **5 Points**

With more than 8 years project specific experience - **8 Points**



Construction Manager - Experience Level:

With 0 to 3 years' project specific experience - **3 Points**

With 2 to 4 years project specific experience - **5 Points**

With more than 5 years' project specific experience - **7 Points**

Site Foreman - Experience Level:

With 0 to 1 year's project specific experience - **1 Points**

With 2 to 4 years project specific experience - **3 Points**

With more than 5 years' project specific experience - **5 Points**

Land Surveyor - Experience Level:

With 0 to 1 year's project specific experience - **1 Points**

With 2 to 4 years project specific experience - **3 Points**

With more than 5 years' project specific experience - **5 Points**

3. Availability of Plant (20 Points)

The scoring for availability of plant and equipment will be determined by checking the contractors plant and equipment schedule as indicated below:

The plant & equipment required for this project that will result in a 20 point score (adequate plant and equipment) will be as follows:

PLANT	HIRED	OWNED
Water Truck	2	5
Excavator	2	5
2 x 6m ³ Tippers	2	5
TLB	2	5
Total	20	

4. Locality

Region/District/Municipality	Evaluation Points
Within JB Marks Local Municipality	20
Within Dr Kenneth Kaunda District Municipality	15
Within North West Province	10
Outside North West Province	0



--	--

SIGNATURE OF TENDERER

DATE:

END OF SECTION

PORTION 2: CONTRACT

Part C1: Agreements and Contract Data

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
PART C1.1	FORMS OF OFFER AND ACCEPTANCE.....	C1.1-1
PART C1.2	CONTRACT DATA	C1.2-1
	Annexure A: Form of Guarantee	

END OF SECTION



PORTION 2: CONTRACT

Section C1.1: Form of Offer and Acceptance



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

FORM OF OFFER AND ACCEPTANCE

OFFER

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

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI
SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

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

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

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

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the



end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

	(1)	(2)
Signatures	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
for the Tenderer	_____	
	(Name and address of organisation)	
Name & signature	_____	
of witness	_____	Date _____

Notes:

- The above to be completed by the **Tenderer**.
- Should the tenderer be a joint venture, the signatures of both parties are required)



- **ACCEPTANCE**

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

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the



Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

**Name & signature
of witness** _____ **Date** _____



SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

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



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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organisation)

**Name & signature
of witness** _____ **Date** _____

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

**Name & signature
of witness** _____ **Date** _____

END OF SECTION



PORTION 2: CONTRACT

Section C1.2: Contract Data



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.



Clause	Contract Data
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 6 Months .
1.1.1.15	The Employer is JB MARKS LOCAL MUNICIPALITY.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management the firm BMH Africa Consulting engineers to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: JB MARKS LOCAL MUNICIPALITY P.O. Box113 POTCHEFSTROOM 2520 Tel: (018) 299 5111 Fax: (018) 2970477



Clause	Contract Data
	The address and telephone number of the Engineer is: Mtema Mashao Consulting Engineers (Pty) Ltd 112 Willem Botha Street Eldoraigne Ext. 06 Centurion 0157 Tel: (012) 437 9131 Fax: (012) 430 2197
1.3.6	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.1.3	The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.



Clause	Contract Data
4.1.2	Add the following to the clause: The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Engineer request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3.3	Add the following new clause: The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.3.4	Add the following new clause: The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).



Clause	Contract Data
	Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer <u>within 14 days</u> from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
4.3.5	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
4.3.6	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.7	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the



Clause	Contract Data
	Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required <u>before commencement with Works Execution</u> are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.
5.6.1	Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.8.1	The non-working days are Sundays.



Clause	Contract Data
	Special non-working days shall be all South African Statutory holidays and the official building holidays which commencing on 15 December and ending 5 January.
5.12.5	Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula: $V = (N_w - N_n) + (R_w - R_n) / 20$ Where: V = Extension of time in calendar days for the calendar month under consideration N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded R_w = Actual total rainfall in mm recorded during the calendar month under consideration N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.



Clause	Contract Data																																										
	Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control. The rainfall records applicable to this Contract are those recorded at Potchefstroom and shall be those used for calculating the extension of time for completion on account of abnormal rainfall. The following values of N_n and R_n shall apply: <table><thead><tr><th>Month</th><th>R_n (mm)</th><th>N_n(days)</th></tr></thead><tbody><tr><td>January</td><td>103,8</td><td>4</td></tr><tr><td>February</td><td>93,0</td><td>3</td></tr><tr><td>March</td><td>78,1</td><td>3</td></tr><tr><td>April</td><td>43,1</td><td>1</td></tr><tr><td>May</td><td>18,1</td><td>1</td></tr><tr><td>June</td><td>7,6</td><td>0</td></tr><tr><td>July</td><td>7,0</td><td>0</td></tr><tr><td>August</td><td>8,3</td><td>0</td></tr><tr><td>September</td><td>17,9</td><td>1</td></tr><tr><td>October</td><td>49,4</td><td>2</td></tr><tr><td>November</td><td>80,7</td><td>3</td></tr><tr><td>December</td><td>99,8</td><td>3</td></tr><tr><td>Total</td><td>607,0</td><td>21</td></tr></tbody></table>	Month	R_n (mm)	N_n (days)	January	103,8	4	February	93,0	3	March	78,1	3	April	43,1	1	May	18,1	1	June	7,6	0	July	7,0	0	August	8,3	0	September	17,9	1	October	49,4	2	November	80,7	3	December	99,8	3	Total	607,0	21
Month	R_n (mm)	N_n (days)																																									
January	103,8	4																																									
February	93,0	3																																									
March	78,1	3																																									
April	43,1	1																																									
May	18,1	1																																									
June	7,6	0																																									
July	7,0	0																																									
August	8,3	0																																									
September	17,9	1																																									
October	49,4	2																																									
November	80,7	3																																									
December	99,8	3																																									
Total	607,0	21																																									
5.13.1	The penalty for failing to complete the Works by Contractual Completion date, is R2 000/day.																																										



Clause	Contract Data
5.13.3	Add the following new Clause. The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.
5.13.4	Add the following new Clause: If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 15% of the value of Works specified. The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 5.16.1.
6.1.1	Add the following to the clause: Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the



Clause	Contract Data
	Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
6.2.1	Add the following to this Clause: The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A. This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.11.1.3	Delete "15 %" and replace it with "25 %".
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.	The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below; X=0,15 a=0,25 b=0,25 c=0,45 d=0,05
2.	Replace the definitions of the relevant indices with the following: “L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area of North West as published in the Consumer Price Index Statistical Release PO 141.1 (Table 21 – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa. “P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release PO 142.1 (Table 16 – Price Index for selected materials) of Statistics South Africa. “M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release PO 142.1 (Table 15 – Production Price for materials used in certain industries) of Statistics South Africa. “F” is the “Fuel Index” and shall be the “Diesel oil – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release PO 142.1 (Table 16 - Production Price Index for selected materials) of Statistics South Africa.



Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	The name of the Contractor is:						
1.2.1.2	The address of the Contractor is:						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum (Incl. VAT).							
Performance guarantee of 10 % of the Contract Sum (Incl. VAT).							

END OF SECTION



PORTION 2: CONTRACT

Part C1.2: Contract Data

Annexure A: Form of Guarantee



(To be supplied on the official letterhead of "The Bank/Company")

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"
means:

Physical address:
.....

"Employer"
means: JB MARKS LOCAL MUNICIPALITY

"Contractor"
means:

"Engineer" means: Mtema Mashao Consulting Engineers (Pty) Ltd

"Works" means: CONTRACT NO: 2/2025

"Site" means: IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

"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 VAT of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R (Amount to be equal to 10% of the Contract Amount at the time that the Agreement comes into effect).

Amount in words:

"Expiry Date"
means: 14 Days after receipt of Certificate of Completion.



CONTRACT DETAILS

Engineering Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing on the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 2.1 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.
 - 2.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified from 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.



-
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid.
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
-



8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection with this.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purpose of obtaining a court order.
14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this _____ day of _____ 20____ at _____ (place)

GUARANTOR'S SIGNATORY

--	--

SIGNATURE GUARANTOR 1

NAME IN BLOCK LETTERS



--	--

CAPACITY GUARANTOR 1

SIGNED AT PLACE

--	--

SIGNATURE GUARANTOR 2

NAME IN BLOCK LETTERS

--	--

CAPACITY GUARANTOR 2

SIGNED AT PLACE

AS WITNESS

--	--

SIGNATURE WITNESS 1

NAME IN BLOCK LETTERS

--	--

SIGNATURE WITNESS 2

NAME IN BLOCK LETTERS

SIGNED AT PLACE

DATE

END OF SECTION





PORTION 2: CONTRACT

Part C2: Pricing Data



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

PRICING DATA

INDEX

Section	Description	Page No
PART C2.1	PRICING INSTRUCTIONS	C2.1-1
1.	General	C2.1-2
2.	Pay Items	C2.1-2
3.	Quantities	C2.1-3
4.	Rates	C2.1-4
PART C2.2	BILL OF QUANTITIES	C2.2-i
1.	Schedule 1: Preliminary and General	C2.2-1
2.	Schedule 2: Day works... ..	C2.2-6
3.	Schedule 3: Water works.....	C2.2-8
PART C2.3	SUMMARY OF SCHEDULE OF QUANTITIES.....	C2.3-i
1.	Summary of Schedule of Quantities	C2.3-1

END OF SECTION



PORTION 2: CONTRACT

Section C2.1: Pricing Instructions



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the bill of quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

- Unit : The unit of measurement for each item of work in terms of the Scope of Work.
- Quantity : The number of units for each item.
- Rate : The payment per unit of work at which the tenderer tenders to do the work.
- Amount : The product of the quantity and the rate tendered for an item.
- Lump sum : An amount tendered for an item, the extend of which is described in (L.Sum) the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS



The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction (SABS 1200) is applicable, subject to the variations and amendments contained in section C3.4.2.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt
kPa	=	kilopascal	wt	=	wall thickness
			dia	=	diameter

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used



for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

4. RATES

4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.



-
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

END OF SECTION



PORTION 2: CONTRACT

Section C2.2 : Bill of Quantities



PORTION 2: CONTRACT

Section C2.3 : Summary of Bill of Quantities

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

SUMMARY OF SCHEDULES

Description	Amount (R)
Schedule 1: Preliminary & General	
Schedule 2: Dayworks	
Schedule 3: Water works	
Sub-Total A	
Provision Allowance for Contingencies (10% of Sub-Total A)	
Sub-Total B	
Value Added Tax at 15% on Sub-Total C	
Total Amount of Tender Carried Forward to Form of Offer and Acceptance	R

PORTION 2: CONTRACT

Part C3 : Scope of Works



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

SCOPE OF WORKS

INDEX

Section	Description	Page No
Section C3.1	Description of the Works	C3.1
Section C3.1.1	Employer's Objectives.....	C3.1-1
Section C3.1.2	Overview of the Works	C3.1-1
Section C3.1.3	Scope of the Works	C3.1-1
Section C3.1.4	Location of the Works	C3.1-2
Section C3.2	Engineering	C3.2
Section C3.2.1	Employer's Design	C3.2-1
Section C3.2.2	Drawings.....	C3.2-1
Section C3.3	Procurement	C3.3
Section C3.3.1	Procurement Principles	C3.3-1
Section C3.4	Construction.....	C3.4
Section C3.4.1	Standard Specifications.....	C3.4.1
Section C3.4.2	Variations and Additions to Standard and Particular Specifications.....	C3.4-2
Section C3.4.3	Particular Specifications.....	C3.4.3
Section C3.5	Management	C3.5-1



END OF SECTION



PORTION 2: CONTRACT

Section C3.1 : Description of the Works

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers Objectives

11

The employer's objectives are to augment the completion of a water reticulation project in order to provide for the present and future requirements of the community.

C3.1.2 Overview of the Works

The work to be carried out consists mainly of the construction of water reticulation pipeline.

C3.1.3 Scope of the Works

The Works will include:

a) the completion of the construction of a Water Reticulation Pipeline project in the Ikageng Ex6

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 Location of the Works

Ikageng Extension 6 is situated Southwest of Potchefstroom. Access to the Site off the N12 using Mogolodi street.

END OF SECTION



PORTION 2: CONTRACT

Section C3.2 : Engineering



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

C3.2 ENGINEERING

C3.2.1 Employer's Design

The permanent works included in this contract has been designed by the Employer. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the Contract Data.

END OF SECTION

PORTION 2: CONTRACT

Section C3.3 : Procurement

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



PORTION 2: CONTRACT

Section C3.4 : Construction

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

CONSTRUCTION

INDEX

Section	Description	Page No
	Standard Specifications	
Section C3.4.1	Standard Specifications	C3.4.1-1

END OF SECTION

PORTION 2: CONTRACT

Section C3.4.1 Standard Specifications

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The applicable SABS 1200 Standardised Specification for this Contract shall be the following:

- | | | |
|----|---|------------------|
| A | - | General |
| AB | - | Engineers office |
| C | - | Site clearance |

D	-	Earthworks
DB	-	Earthworks (pipe trenches)
GA	-	Concrete (small works)
L	-	Medium pressure pipelines
LB	-	Erf connections



PORTION 2: CONTRACT

Section C3.4.2

Variations and Additions to Standard and Particular Specifications

JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

CONSTRUCTION

INDEX

Section	Description	Page No
C3.4.2	VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS	C3.4.2-II

PSA GENERAL C3.4.2-1

LIST APPLICABLE SPECIFICATIONS HERE

PSAB	Engineer's Office	C3.4.2-11
PSC	Site Clearance	C3.4.2-14
PSD	Earthworks	C3.4.2-16

END OF SECTION



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

C3.4.2 VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in Section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 which conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES

The following variations and additions to the SANS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SANS 1200.

PSA	GENERAL
PSAB	ENGINEERS OFFICE
PSC	SITE CLEARANCE
PSD	EARTHWORKS



PSA GENERAL (SANS 1200A)

PSA 2.7 SPECIFICATION DRAWINGS

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA 3.1 QUALITY

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA 4.3 PLANT

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

PSA 5.1 SURVEY

PSA 5.1.1 SETTING OUT OF THE WORKS

Survey control pegs will be indicated to the Contractor. These pegs must be protected by the Contractor and used for setting out of the works. The Contractor shall be responsible for all setting out the works.



PSA 5.9 INSTRUCTIONS BY THE ENGINEER

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA 5.10 SITE MEETINGS

The Contractor **and** his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract, which any of the parties represented, may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

PSA 7 TESTING

PSA 7.5 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Specifications.

PSA 7.6 *The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.*



PSA 7.7 *The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.*

PSA 8.2 PAYMENT

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 25th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in Section 4.4C of Volume 1 or other as may be required by the Employer or Engineer.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat, typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 30th of each month (or on the first working day thereafter), for certification.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such day works.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

PSA 8.2.1 FIXED-CHARGE AND VALUE RELATED ITEMS



-
- a) Preparation of Health and Safety Plan..... Unit: Sum
The sum shall cover all costs involved in the preparing the Health and Safety Plan (which includes the risk assessment), which shall include the preparation of all permit applications and notifications as required by this specification and shall include the employment cost of all health and safety personnel employed for the preparation of the Contractor's Health and Safety Plan.
- b) Health and Safety Training Unit: Sum
The sum shall cover all costs involved in preparation of the all necessary Health and Safety Induction Training materials required from the training of the Contractor's employees, Subcontractors and all visitors to the Works.
- c) Personal Protective Clothing and Equipment..... Unit: Sum
The sum shall cover all costs involved in the initial provision of all personal protective clothing and equipment for the Contractor's employees and Subcontractors and any visitors to the Works, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).
- d) Fences, Signs and Barricades..... Unit: Sum
The sum shall cover all costs involved in the initial provision of all fences, signs and barricades necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).
- e) Establishment of Safety Administration..... Unit: Sum
The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the establishment of the Health and Safety File.
- f) Other Health and Safety Fixed-charge Obligations..... Unit: Sum
The sum shall cover the fixed costs of all other obligations that are required for the safe execution of the Works in accordance with the requirements of this
-



specification and that are not specifically covered in 10.2.1(a), (b), (c), (d) or (e).

PSA 8.2.2 TIME RELATED ITEMS

- a) Implementation and maintenance of Health and Safety Plan Unit: Sum
The sum shall cover all costs involved in the implementation and maintenance of the Health and Safety Plan. This shall include but shall not be limited to the following:
- 1) The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
 - 2) Updating the Health and Safety Plan as needed,
 - 3) Carrying out of periodic audits and follow-up audits,
 - 4) Compiling ongoing risk assessments and risk assessment reports as required by the Works,
 - 5) Convening of regular safety meetings with the Safety Representatives,
 - 6) Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
 - 7) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- b) Implementation and maintenance of Training Unit: Sum
The sum shall cover all costs involved in the implementation of the induction training of the Contractor's employees, Subcontractors and all visitors to the Works.
- c) Maintenance of Personal Protective Clothing and Equipment.... Unit: Sum
The sum shall cover all costs involved in maintenance, repair or replacement of personal protective clothing required by the Contractor's employees or Subcontractors and all visitors to the Works.
- d) Maintenance of Fences, Signs and Barricades Unit: Sum
The sum shall cover all costs involved in maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. The

rate shall include for the provision of security guards for the safeguarding of the items provided should this be necessary.

- e) Implementation and maintenance of Safety Administration Unit: Sum
The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the maintenance of the Health and Safety File or the completion and recording of the safety check lists required by this specification.
- f) Other Health and Safety Time-related Obligations Unit: Sum
The sum shall cover the time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 10.2.2(a), (b), (c), (d) or (e).

PSA 8.5 SUMS STATED PROVISIONALLY

PSA 8.5.1 Contingencies

An amount of 10% of the construction cost had been allowed for Contingencies in the Summary of Schedules. No percentage mark up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

PSA 8.5.2 Materials for Day works

A Provisional Sum has been included in Schedule 1 for materials to be used during the execution of day works. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the materials used during the execution of the day works by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing day works.

PSA 8.5.3 Royalties for Borrow Materials



A Provisional Sum has been included in Schedule 1 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 48(2) of the Conditions of Contract.

PSA 8.5.4 Contract Price Adjustment

A Provisional Sum shall be included for Contract Price Adjustment in the Summary of Schedules to make provision for contract price adjustment in terms of Clause 49(2) of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage mark up will be applicable to any payments made in this regard.

PSA 8.5.5 Relocation of existing Services

Where fences or poles fall within the pipeline route and need to be moved, the relevant property owner of applicable authority is to be notified before such action is taken. Existing structures are to be dismantled and relocated to a new position as indicated on the plans and approved by the engineer. The structures are to be re-assembled in their new position to the satisfaction of the owners or applicable authority, or such relocation is to be performed by the applicable authority. The Contractor will be reimbursed for such works at the tendered rate and will remain responsible for the reimbursement of the party executing such works.

A Provisional Sum has been allowed in Schedule 1 for reimbursement (if any) to the applicable authority for repair work to and/or relocation of existing services in the event of such being required due to construction of the Works. In addition to the above-mentioned amount, provision is made in Schedule 1 for a mark-up on the payments made by the Contractor to the applicable authorities in this regard. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided in clause 48(2) of the Conditions of Contract.



PSA 8.6 PRIME COST ITEMS

PSA 8.6.1 Artisan and Skills Training

When required, and where insufficient skills are currently available within the identified communities or from local sub-contractors, the Engineer may, after due consideration and subject to budget constraints, authorise, in writing, the training of local labour in specific trades or other skills for direct employment on the Works or as local sub-contractors. Such training shall be carried out by specialists and shall be consistent with standards that are approved at industry level, such as training provided by CEITS or by the APEX Training Centre, or by training organizations that are certified by these bodies. The cost of this training shall be borne by the Employer, and the Contractor will be compensated for actual costs incurred in this regard under the Prime Cost item that has been included for this purpose in Schedule 1.

A Prime Cost Item has been included in Schedule 1 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA 8.6.2 Acceptance Control Testing of Earthworks, Pipe work, Coatings and Linings

A Prime Cost Item has been included in Schedule 1 for acceptance control testing of items ordered by the Engineer to be undertaken by a commercial laboratory or other specialists. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA 8.6.3 Salary for Labour Desk Officer

A Prime Cost has been included in Schedule 1 for a salary to be paid to the Labour Desk Officer at R6 000-00 per month. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA 8.6.4 In House Training

The contractor shall, at all times, facilitate the transfer of skills from his permanent or key personnel, in their specific fields, to untrained or unskilled temporary employees on the contract.

Alternatively, under similar conditions and subsequent to due evaluation of all relevant factors, the Engineer may authorise, in writing, that in-house training of local labour be executed by the Contractor utilising the services of approved skilled key-personnel or artisans in his employ. The Contractor shall tender rates for such training, inclusive of all training materials, construction materials (pipes, fittings, brick, sand, cement etc.) and small tools. Payment will be made to the Contractor as provided in Schedule 1 of the Schedule of Quantities.

PSA 8.6.5 Health and Safety Officer

A provisional sum has been allowed to cover the cost for the remuneration of the Employer's Health and Safety Officer.

The sum will be utilised for payment to the Health and Safety Officer employed by JB MARKS LOCAL MUNICIPALITY.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4 Location and protection of existing services:

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:

- (a) In roadways.....Unit: m³
- (b) In all other areasUnit: m³



The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density.

The bid rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material, and for supplying adequate supervision during both excavation and backfilling operations."

PSA 10 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA11 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

An approved extension of time will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 37 of the General Conditions of Contract.

END OF SECTION



PSAB ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 NAMEBOARDS

REPLACE THE FIRST SENTENCE OF SUB-CLAUSE 3.1 OF SANS 1200AB WITH THE FOLLOWING:

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract name boards specified in the Project Specifications, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regards to size, painting, decorating and detail, and the requirements described hereunder."

PSAB 3.2 OFFICE BUILDING(S)

The Contractor shall provide and erect one office for the Engineer in accordance with Sub clause 3.2, in the position indicated by the Engineer.

A concrete floor will be permitted for the office provided that it is covered by linoleum.

all windows in the office shall be fitted with blinds and burglar proofing over the entire glazed area and with fly screens over the openings.

PSAB 3.3 LATRINE AND ABLUTION FACILITY

The Contractor shall provide, maintain and service one ablution room for the exclusive use of the Engineer.

The room shall be constructed as specifies for the Engineer's office but shall be at least 4m² in size and fitted with one flush toilet and one hand washbasin.

PSAB 3.5 PROTECTIVE CLOTHING

The Contractor shall provide and replace when necessary four sets of safety helmets and rubber wellington boots (of size as required) to members of the Engineer's site staff and his visitors.



PSAB 4 PLANT

PSAB 4.2 PARKING FACILITIES

A lean-to carport for two cars, giving protection from the sun, wind and rain, and with a ground surface that is neither dusty nor muddy, shall be provided in a position adjacent to the Engineer's office for the exclusive use of the Engineer.

PSAB 4.3 TELEPHONE

The Contractor shall, subject to availability, install a telephone in the Engineer's office. The telephone shall have its own line to the exchange, separate from that of the Contractor's telephone, and shall be fitted with a lock. A cellular telephone is an acceptable alternative if the Contractor accepts responsibility for the additional cost of the Engineer's official telephone calls both from and to the Site.

The Contractor shall provide and maintain a fax machine at his camp site and allow for its use during normal working hours by the engineer for official purposes.

The Contractor shall settle the accounts for all costs of installation, rental and official telephone calls and faxes during the construction period.

PSAB 4.4 PHOTOCOPYING MACHINE

The Contractor shall provide, maintain and service one A3 size photocopying machine in the Engineer's office together with an adequate supply of paper of A3 and A4 sizes.

PSAB 5 CONSTRUCTION

PSAB 5.1 SITE INSTRUCTION BOOK

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on site and shall be accessible to both Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving



notification in writing of inspections, drawings, etc., required by the Contractor, and

- b) by the Engineer for the purpose of writing day to day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.1 TELEPHONE NAD FAX MACHINE

Notwithstanding the requirements of clause 5.4 the Contractor shall be responsible for the costs of all official telephone and fax calls made by the Engineer to a maximum of R5 000-00 for the full construction period, as well as the costs of the installation and rental and for the provision of materials for the fax machine.

The provisional sum under Item 1.5.1 provides for the payment of the cost of calls that exceeds R5 000-00, and in addition, a commission on the amount paid under Item 1.5.1, will be paid under Item 1.5.2.

PSAB 8.2 PHOTOCOPYING MACHINE

The cost of installation and usage of the photocopying machine will be deemed to be included in the sums tendered for items 1.1 and 1.3. The cost of paper only will be paid under item

END OF SECTION



PSC **SITE CLEARANCE**

PSC 3 **MATERIALS**

PSC 3.1 **DISPOSAL OF MATERIAL**

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance.

PSC 5 **CONSTRUCTION**

PSC 5.1 **AREAS TO BE CLEARED AND GRUBBED**

ADD THE FOLLOWING:

"Pipeline routes shall be cleared on instruction of the Engineer to a distance of 1,5 m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 **CUTTING OF TREES**

PSC 5.2.3 **Preservation of trees**

PSC 5.2.3.2 **Individual trees**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R1 000,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily and without prior instruction from the Engineer.

PSC 5.5 **RECLEARING OF VEGETATION**

ADD THE FOLLOWING:

"When areas have to be recleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."



PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metres to the nearest square metre or, "

PSC 8.2.12 Remove water, silt, debris and unsuitable soil, transport to spoil site furnished by Contractor and keep excavations free of waterUnit: m³

The tendered rate shall include full compensation for removing silt, debris and unsuitable soil and for loading and transporting the material to spoil sites furnished by the Contractor. The Contractor shall furnish a survey and Digital Terrain Model (DTM) of the areas after topsoil has been removed. Payment will only be made on the basis of the DTM after verification by the Engineer. The rate shall also include for all costs relating to dewatering the dams, keeping them dry and temporary diverting sewer to other portions of the site."

END OF SECTION



PSD **EARTHWORKS**

PSD 2 **INTERPRETATIONS**

PSD 2.1 **SUPPORTING SPECIFICATIONS**

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"PSD 2.1.2 Any of the other SANS 1200 specifications may form part of the Contract documents."

PSD 2.3 **DEFINITIONS**

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

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

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

ADD THE FOLLOWING DEFINITIONS:

"Commercial source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor

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

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

Roadbed: The natural *in situ* material on which the fill or, in the absence of fill, the pavement layers are constructed"



PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 Method of classifying

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

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

PSD 3.1.2 Classes of excavation

DELETE THIS SUBCLAUSE AND REPLACE WITH THE FOLLOWING:

"The excavation of material shall be classified as follows for purposes of measurement and payment:

a) Soft excavation

Soft excavation shall be excavation in material which can be efficiently removed with a pick and shovel.

b) Intermediate excavation

Intermediate excavation shall be excavation in material which cannot be efficiently removed with a pick and shovel and in which blasting or drilling and wedging is not required. It shall therefore be material which can be removed by machine.

c) Hard rock excavation

Hard rock excavation shall be excavation in material which cannot be removed without blasting or without wedging and splitting.

d) Boulder excavation

Boulder excavation shall be the removal of boulders smaller than 0,01 m³ which can be efficiently removed by hand.

The Engineer's determination of the classification of the excavation shall be final and binding."



PSD 3.2.1 Material suitable for embankments and terraces

REPLACE THE CONTENTS OF SUBCLAUSE (a) (b) and (c) WITH THE FOLLOWING:

- (a) Material with a minimum CBR of 15 at 93% of modified AASHTO density.
- (b) Hard or rock material having a maximum dimension of 37.5mm.
- (c) Both clay or clayey material of liquid limit exceeding 40 or PI exceeding 18 (or both), and rock or boulders having a maximum dimension greater than 37.5mm.
- (d) Material with an oversize index = 0;
- (e) Shrinkage product of 100 - 240.

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

PSD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 Selection in borrow pits provided by the Contractor



Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 4 PLANT

PSD 4.4 DETECTORS

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub clause 5.4 of SANS 1200 A and sub clause 5.1.2 of SANS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2003".

PSD 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2003".

PSD 5.1.1.3 Explosives



REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does not entitle the Contractor to additional payment for having to resort to less economical methods of construction.
- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The Contractor shall comply fully with the requirements of the Explosives Act, 1997 (Act No 83 of 1997) and all other legislation and regulations as may be applicable to blasting and the use of explosives.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before blasting operations commence.

- (e) When there is a possibility of damage to power and telephone lines or any other services or property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures (eg cover-blasting) to reduce the risk of damage.
- (f) All accidents, injury to persons and animals and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.
- (g) The Engineer shall be given 24 hours' notice by the Contractor before each blasting operation is carried out.
- (h) When blasting to specified profiles, the Contractor shall so arrange the holes and charges that the resulting exposed surfaces are as sound as the nature of the material permits. The Contractor shall make good at his own expense, any



additional excavation necessitated by the shattering of rock in excess of any over break allowances specified in the Project Specifications or given on any Drawing.

Notwithstanding the Contractor's compliance with the above provisions, the Contractor shall remain liable for any injury to persons and animals and loss of or damage to property occurring as a result of blasting operations."

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of sub clause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 90% Mod AASHTO density; and
- (b) In all other areas: 93% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layer works in accordance with the provisions of sub clause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub clause PSD 8.3.8.1.

Payment in respect of reinstating layer works in roadways will be made in accordance with sub clause 8.3.6.1 of SANS 1200 DB (as amended)."



PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

Further to the requirements of subclause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of subclause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to at least 90% of modified AASHTO density, or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.



Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The Contractor shall provide all necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites will be made in accordance with the provisions of subclause PSD 8.3.15."

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

"PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which they said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organise and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.



When required, or when ordered by the Engineer, material shall be stockpiled for later use. The additional costs for stockpiling material shall be paid to the Contractor in accordance with the provisions of subclause PSD 8.3.14."

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENTS OF SUBCLAUSE 5.2.5 WITH THE FOLLOWING:

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of subclause PS 8.2.1 of Portion 1 of the Project Specifications to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."



PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site preparation

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

PSD 8.3.3 Restricted excavation

REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF SUBITEM (a) WITH "in the increments indicated in the Schedule of Quantities".

REPLACE "in 5.2.2.1 – 5.2.2.3 (inclusive)" AT THE END OF SUBCLAUSE (a) WITH "in subclauses 5.2.2.1 to 5.2.2.5 (inclusive)".

PSD 8.3.4 Importing of materials

DELETE SUBITEM (a) OF 8.3.4.

PSD 8.3.6 Overhaul

DELETE SUBCLAUSE 8.3.6.

PSD 8.3.8 Existing services

PSD 8.3.8.1 Location

REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:

"8.3.8.1 Hand excavation for locating and exposing existing services:

(a) In roadways Unit: m³

(b) In all other areas..... Unit: m³



The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of subclause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for in terms of SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations."

PSD 8.3.10 Top soiling

CHANGE THE UNIT TO "m³" AND REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre, and the quantity shall be calculated from the authorised dimensions.

The tendered rate shall include loading of the topsoil from stockpiles, transporting it for the free-haul distance, and off-loading, spreading, shaping and lightly compacting the topsoil."

ADD THE FOLLOWING

"PSD 8.3.14 Extra over items PSD 8.3.2.(a)(1) and PSD 8.3.3 for temporary stockpiling Unit: m³

The unit of measurement shall be the cubic metre of material from necessary excavations, temporarily stockpiled by the Contractor on the instructions of the Engineer, before being used in embankments or backfill. Measurements shall be taken in place in compacted embankment or backfill as the case may be.



The tendered rate shall include for the costs, additional to those provided for in PSD 8.3.2(a)(1) and PSD 8.3.3, of off-loading, forming and maintaining the stockpile for as long as is required, reloading and transporting from the stockpile, regardless of haul distance.

Payments to the Contractor under this item will only be made in respect of that material stockpiled on the instructions of the Engineer (which instruction shall state specifically that payments for such stockpiling will be paid for under this item) and no payments will be made to the Contractor under this item in respect of materials stockpiled by the Contractor on his own volition, nor for materials necessarily stockpiled by the Contractor in consequence of the sequence of operations adopted by him in the course of executing the works, whether such stockpiling was avoidable or otherwise.

PSD 8.3.15 Layers and embankment widening using material from designated borrow pits or excavations:

(a) G7 fill material as specified, compacted to 93% of modified AASHTO density Unit: m³

The unit of measurement shall be the cubic metre, and the quantity will be calculated from the authorised dimensions of the compacted layers.

The tendered rates shall include full compensation for excavating the material as if in soft material for loading, all haul from source provided by the Contractor, off-loading, spreading, watering, mixing, breaking down and compacting the layer."

No overhaul will be paid on material for the purposes of this Contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

PSD 8.3.16 Extra over item 8.3.15 for obtaining material from commercial sources or borrow pits provided by the Contractor Unit: m³

The tendered rate shall include full compensation for the additional cost of finding a suitable source of material, for procuring the material and paying all royalties or other charges to the owner of the source, for transporting the material to the point of use regardless of the distance hauled and for excavating in intermediate, hard or boulder material as required.

PSD 8.3.17 Final finishing and cleaning up of the site of the works Unit: sum



The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing storm water inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor."

END OF SECTION





PORTION 2: CONTRACT

Section C3.4.3: Particular Specifications



JB MARKS LOCAL MUNICIPALITY

IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858) C/O
MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS

CONTRACT NO: 2/2025

CIVIL WORKS

PARTICULAR SPECIFICATIONS

PA	Terms and Conditions for Labour Intensive Work	C3.4.3.1
PB	Trimming of Site	C3.4.3.15
PC	Maintenance of Site.....	C3.4.3.16
PD	Occupational Health and Safety	C3.4.3.18
PE	Slip-lining of Pipelines	C3.4.3.19

END OF SECTION



PA TERMS AND CONDITIONS FOR LABOUR INTENSIVE WORK

PA 1. INTRODUCTION

PA 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

PA 1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

PA 2. TERMS OF WORK

PA 2.1 Workers on a SPWP are employed on a temporary basis.

PA 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

PA 2.3 Employment on a SPWP does not qualify as employment, as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

PA 3. NORMAL HOURS OF WORK

PA 3.1 An employer may not set tasks or hours of work that require a worker to work –

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

PA 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

PA 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.



PA 4. MEAL BREAKS

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

PA 4.1 An employer and worker may agree on longer meal breaks.

PA 4.2 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

PA 4.3 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

PA5. SPECIAL CONDITIONS FOR SECURITY GUARDS

PA 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

PA 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

PA 6. DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

PA 7. WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by worker during their ordinary hours of work ("emergency work").

PA 8. WORK ON SUNDAYS AND PUBLIC HOLIDAYS

PA 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

PA 8.2 Work on Sundays is paid at the ordinary rate of pay.

PA 8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

PA 8.4 A time-rated worker who works on a public holiday must be paid –



- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

PA 9. SICK LEAVE

- PA 9.1 Only workers who work four or more days per week have the right to claim sick pay in terms of this clause.
- PA 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- PA 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- PA 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- PA 9.5 An employer must pay a task-rated worker's daily task rate for a day's sick leave.
- PA 9.6 An employer must pay a time-rated worker the worker's daily task rate for a day's sick leave.
- PA 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- PA 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

- PA 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- PA 9.10 A worker is not entitled to paid sick leave for a work-related injury of occupational disease for which the worker can claim Compensation under the compensation for Occupational Injuries and Diseases Act.

PA 10. MATERNITY LEAVE

- PA 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- PA 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- PA 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- PA 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- PA 10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.



- PA 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- PA 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

PA 11. FAMILY RESPONSIBILITY LEAVE

- PA 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

PA 12. STATEMENT OF CONDITIONS

- PA 12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

- PA 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

- PA 12.3 An employer must supply each worker with a copy of these conditions of employment.

PA 13. KEEPING RECORDS

- PA 13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

- PA 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

PA 14. PAYMENT



- PA 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- PA 14.2 A task-rated worker will only be paid for tasks that have been completed.
- PA 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- PA 14.4 A time-rated worker will be paid at the end of each month.
- PA 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- PA 14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

- PA 14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed, or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

- PA 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- PA 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

PA 15. DEDUCTIONS

- PA 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- PA 15.2 An employer must deduct and pay to the SA Revenue Service any income tax that the worker is required to pay.
- PA 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- PA 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

PA 16. HEALTH AND SAFETY

- PA 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- PA 16.2 A worker must –



- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

PA 17. COMPENSATION FOR INJURIES AND DISEASES

- PA 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- PA 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- PA 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- PA 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

PA 18. TERMINATION

- PA 18.1 The employer may terminate the employment of a worker for good cause after following fair procedure.
- PA 18.2 A worker will not receive severance pay on termination.
- PA 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- PA 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- PA 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

PA 19. CERTIFICATE OF SERVICE

- PA 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

PA 20. EXCAVATION



TABEL 1: CONSISTENCY OF MATERIALS WHEN PROFILED			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PA 20.1 Trench excavation

All hand excavated material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PA 20.2 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- (a) to 90% Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100mm of the backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or



- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PA 20.3 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PA 21. Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PA 22. Shaping

All shaping shall be undertaken by hand.

PA 23. Loading

All loading shall be done by hand, regardless of the method of haulage.

PA 24. Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

PA 25. Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PA 26 Spreading

All material shall be spread by hand.

PA 27 Compaction



Small areas may be compacted by hand provided that the specified compaction is achieved.

PA 28. Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PA 29. Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

PA 30. Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

PA 31. LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

PA 31.1 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

PA 31.2 Hand excavatable material

Hand excavatable material is material:

(a) granular materials:



- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum, particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

(b) cohesive materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note:
- (1) a boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
 - (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10kg which fall through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

PA 32. TRAINING

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 2: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads Stormwater Drainage	Any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	



		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-intensive Construction System and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour-intensive Construction methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-intensive Construction processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			



EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

PA 32.1 Requirements for the sourcing and engagement of labour.

- PA 32.1.1 Unskilled and semi-skilled labour require for the execution of all Labour-intensive works shall be engaged strictly in accordance with Prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- PA 32.1.2 The rate of pay set for the SPWP is R50-00 per task or per day.
- PA 32.1.3 Tasks established by the contractor must be such that:
- (a) the average worker completes 5 tasks per week in 40 hours or less; and
 - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
- PA 32.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- PA 32.1.5 The Contractor shall through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
- (a) where the head of the household has less than a primary school education;
 - (b) that have less than one full time person earning an income;
 - (c) where subsistence agriculture is the source of income.
 - (d) Those who are not in receipt of any social security pension income.
- PA 32.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- (a) 60% women;
 - (b) 20% youth who are between the ages of 18 and 25 and;
 - (c) 2% on persons with disabilities.



PA 32.2 Specific provisions pertaining to SANS 1914-5

PA 32.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

PA 32.2.2 Contract participation goals

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the Employment provided to targeted labour to be quantified.

PA 32.2.2.1 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programme.

PA 32.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

PA 32.2.4 Variations to SANS 1914-5

PA 32.2.4.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

PA 32.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to target labour.

PA 32.3 Training of targeted labour

PA 32.3.1 The contractor shall provide all the necessary on-the job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.



- PA 32.3.2 The cost of the formal training of target labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically as possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 325 8625/EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- PA 32.3.3 The contractor shall do nothing to dissuade target labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- PA 32.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.
- PA 32.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

END OF SECTION



TRIMMING OF SITE

PB TRIMMING OF SITE

PB1 SCOPE

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

PB2 REQUIREMENTS

After completion of the work covered by this Contract, the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from cleaning operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

PB3 Measurement and Payment

Measurement and payment for complying with the above requirements will not be made separately and would be regarded as being provided for in full by relevant payments items under 1200 A – General.

END OF SECTION



MAINTENANCE OF SITE

PC MAINTENANCE OF SITE

PC1 MAINTENANCE DURING CONSTRUCTION

From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

PC2 MAINTENANCE OF COMPLETED WORK

Periods of Maintenance

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 53 of the General Conditions of Contract.

PC2.1 Work During Period of Maintenance

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

PC3 MEASUREMENT AND PAYMENT

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payments is made in terms of the Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.



The retention monies as set out in the General Conditions of Contract; Clause 49 (3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract.

END OF SECTION



OCCUPATIONAL HEALTH AND SAFETY

PD OCCUPATIONAL HEALTH AND SAFETY

PD 1 Definitions

PD1.1 In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates:

"agent" means any person who acts as a representative for a client in managing the overall construction work.

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

"batch plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is performed;

"competent person" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

"construction work" means any work in connection with:

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

"construction vehicle" means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may



be, both on and off the construction site for the purposes of performing construction work;

"contractor" means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

"design" in relation to any structure includes drawings, calculations, design details and specifications;

"designer" means any person who:

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) architects and engineers contributing to, or having overall responsibility for the design;
- (e) build services engineers designing details for fixed plant;
- (f) surveyors specifying articles or drawing up specifications;
- (g) contractors carrying out design work as part of a design and build project;
- (h) temporary works engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

"ergonomics" means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive powered tool" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"fall prevention equipment" means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

"fall arrest equipment" means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;



"fall protection plan" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

"hazard identification" means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

"health and safety file" means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

"health and safety plan" means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

"health and safety specification" means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

"material hoist" means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

"medical certificate of fitness" means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

"method statement" means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

"mobile plant" means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

"National Building Regulations" means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

"person day" means one individual carrying out construction work on a construction site for one normal working shift;

"Plant" includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

"Premises" includes any building, vehicle, vessel, train or aircraft.

"principal contractor" means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control



and management of a part of or the whole of a construction site;

"professional engineer or professional certificated engineer" means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"professional technologist" means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

"risk assessment" means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

"roof apex height" means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

"SABS 085" means the South African Bureau of Standards' Code of Practice entitled "The Design, Erection, Use and Inspection of Access Scaffolding";

"SABS 0400" means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

"SABS EN 1808" means the South African Bureau of Standards' Standard Specification entitled: "Safety requirements on suspended access equipment - Design calculations, stability criteria, construction-tests";

"SABS 1903" means the South African Bureau of Standards' Standard Front-end Specification entitled: "Safety requirements on suspended access equipment - Design calculations, stability criteria, construction-tests";

"scaffold" means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and "shoring system" has a corresponding meaning;

"structure" means:

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;



- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

PD2 Accidents / Occupational Disease

Incidents or occupational disease relative to the contract must be reported by the Principal Contractor to the Department of Labour as required by the **OH&S Act 85 of 1993. General Administrative Regulation 8**. A copy of all such reports must be made available to JB MARKS LOCAL MUNICIPALITY. The Principal Contractor is expected to co- operate fully in this regard.

PD3 Accommodation

Where facilities are available, the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority will provide suitable sanitary, washing and changing facilities as well as space for materials storage. The Principal Contractor must keep these areas clean and tidy. However, where these facilities are not available, the Principal Contractor must provide his own facilities by fencing, partitioning or some other means. **(See PD11)**

PD4 Advice Regarding Safety Requirements

The JB MARKS LOCAL MUNICIPALITY or relevant Local Authority staff will assist Contractors in any practical way possible to facilitate the safe execution of the work involved in the mutual interest of both parties.

PD5 Atmospheric Conditions

Work shall not be carried out in any tank, vessel, chamber, manhole or other enclosed or partially enclosed space or area in which dangerous fumes, toxic flammable gasses or oxygen deficiencies might be present. The requirements of **General Safety Regulation 5** of the OH&S Act of 1993 shall be complied with at all times.



PD6 Batch plants

- (1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
- (2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are:
 - (a) placed in an easily accessible position; and
 - (b) constructed in such a manner as to prevent accidental starting.
- (4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).
- (6) A contractor shall ensure that all persons authorised to operate the batch plant are fully:
 - (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.
- (8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No. R1031 dated 30 May 1986, as amended, are adhered to when entering any confined space.
- (9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.
- (10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No. R295 dated 26 February 1988, as amended;



- (11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No. R2920 dated 23 October 1992, as amended.

PD7 Boatswain's chairs

- (1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling there from.
- (2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

PD8 Commissioning

Commissioning of any works undertaken by Contractors must only be done in consultation with JB MARKS LOCAL MUNICIPALITY or relevant Local Authority.

PD9 Compressed Gas Cylinders (Vessels under pressure Regulations)

Contractors shall:

- 1 make adequate arrangements for the safe custody of cylinders in their possession whether owned or hired or used under any other arrangement.
- 2 not store cylinders close to ignition sources.
- 3 take note of the precautions specified by the producer of the stored gas
- 4 comply with the requirements for safe usage, handling, storage and transportation on and off the site.

PD10 Confined Space Entry (General Safety Regulations 5)

No person may commence any inspection or work in any confined space such as a drain, sump, vessel, tank or any similar equipment or condition without written authorization

(See Work Permits **(PD60)**) No person may enter any drain, sump, vessel, tank or any similar equipment or condition unless the power source and piped services have been locked out and secured. (See Lock Out **(PD18)** and Atmospheric Conditions **(PD5)**)

PD11 Construction Welfare Facilities



- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
 - (a) at least one shower facility for every 15 workers;
 - (b) at least one sanitary facility for every 30 workers;
 - (c) changing facilities for each sex; and
 - (d) sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

PD12 Control of Unsafe Acts and Behaviour

The Contractor must ensure that all staff, which they bring onto the premises, are briefed and controlled in order to work in a safe and tidy manner, and in compliance with the OH&S Act 85/93, **(Section 14)** and these safety specifications.

PD13 Cranes

Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No. R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used:

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;
- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.



PD14 Construction Vehicles and Mobile plant

- (1) A contractor shall ensure that all construction vehicles and mobile plants:
 - (a) are of an acceptable design and construction;
 - (b) are maintained in a good working order;
 - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (d) are operated by workers who:
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
 - (e) have safe and suitable means of access;
 - (f) are properly organised and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - (i) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
 - (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (2) A Contractor shall furthermore ensure that:
 - (a) no person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and



without risks to health;

- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent *movement* when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

PD15 Demolition work

- (1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.
- (2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.
- (3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub-regulation (2), in order to avoid any premature collapses.

Every contractor who performs demolition work shall:

- (a) with regard to a structure being demolished, take steps to ensure that:



- (i) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure are developed.
- (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
- (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
- (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
- (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.



- (4) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- (5) Waste and debris shall not be disposed from a high place by a chute unless the chute:
 - (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) is discharged into a container or an enclosed area surrounded by barriers.
- (6) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (7) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (8) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No. R.155 of 10 February 2002, as amended.
- (9) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No. R.236 of 28 February 2002 as amended.
- (10) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- (11) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

PD16 Electrical installations and machinery on construction sites



Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that:

- (1) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (2) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (3) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (4) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (5) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

PD17 Electrical Equipment (Hand Tools) (E.M.R. 9+ 10)

Portable earth leakage units to be used where earth leakage protection is not provided for in the mains supply. All electrical leads are to be in sound condition with no damaged or broken insulation. Plugs and sockets must not be cracked or broken. Polarity must be correct.

PD18 Electrical /Mechanical Lock Out (General Machinery Regulations 6)

No person may commence any work on any equipment unless the power source and all piped services have been mechanically locked out under control and written approval of the Supervising Official, with a padlock and the key to each of the padlocks used for this purpose to be held in safe custody by the Contractors RESPONSIBLE PERSON. Appropriate "Lock Out" signs are to be displayed at "Lock Out" points.

PD19 Excavation work

- (1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.



- (2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- (3) Every contractor who performs excavation work shall:
 - (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
 - (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where:
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that:
 - (aa) permission being given in writing by the appointed competent person contemplated in sub-regulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub-regulation (1) and the professional engineer or technologist, as the case may be;
 - (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
 - (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
 - (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
 - (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
 - (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall



before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

- (h) cause every excavation, including all bracing and shoring, to be inspected:
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,

by the competent person contemplated in sub-regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;

- (i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No. R.1 031 of 30 May 1986, as amended, are complied with when entering any excavation;
- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
- (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

All air-operated jackhammers are to be securely bonded to the earth system by means of a flexible lead. Suitable provision is to be made for jumper connections to the earthing system to prevent electrical shock to operators in the event of striking underground cables during excavation work, etc.

PD20 Explosive Powered Tools

- (1) No contractor shall use or permit any person to use an explosive powered tool, unless:
 - (a) it is provided with a protective guard around the muzzle end, which



effectively confines any flying fragments or particles; and

- (b) the firing mechanism is so designed that the explosive powered tool will not function unless:
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

- (2) A contractor shall ensure that:
 - (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
 - (b) the explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
 - (c) that the safety devices are in proper working order prior to use;
 - (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
 - (e) the explosive powered tool is not stored in a loaded condition;
 - (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
 - (g) the issuing and collection of cartridges and nails or studs is-
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;
- (3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been:
 - (a) provided with and uses suitable protective equipment; and
 - (b) trained in the operation, maintenance and use of such a tool.



PD21 Fire precautions on Construction Sites

Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice NO.R.2281 of 16 October 1987, as amended, every contractor shall ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger:
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;



- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all:
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

PD22 Flammable liquids on Construction sites: use and temporary storage.

Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1 031 dated 30 May 1986, as amended, a contractor shall ensure that:

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated:
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not



in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;

- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

PD23 First Aid (General Safety Regulations 3)

The Contractor shall provide suitable first aid treatment facilities. Should these prove to be inadequate e.g. in the event of a serious injury, the relevant registered emergency services are to be utilized.

PD24 Fall protection

- (1) A contractor shall cause:
 - (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
 - (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
 - (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.
- (2) The fall protection plan contemplated in sub-regulation (1), shall include:
 - (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
 - (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;
 - (c) the programme for the training of employees working from elevated positions and records thereof; and
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- (3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.
- (4) Notwithstanding the provisions of sub-regulations (1) and (2), the contractor shall ensure that:



- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

fall prevention and fall arrest equipment is:

- (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
 - (d) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (e) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in sub-regulations (2) and (4), it is furthermore indicated in the fall protection plan:
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that suitable and sufficient platforms, coverings or other similar means



of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

- (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person material or equipment.

PD25 Formwork and support work

A contractor shall ensure that:

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to:
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due



to the application of formwork or support work release agents;

- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

PD26 Guards (Driven Machinery Regulations)

Guards (e.g. machine guards, fencing, safety rails, chains etc.) shall not be removed without: written permission, strict and correct isolation procedures being adopted.

All machinery and plant brought onto the Construction site by the Contractor shall be fully and properly guarded in accordance with the requirements of the OH&S Act of 85/1993 and the relevant regulations made there under.

PD27 Horseplay

Running and horseplay in any part of the construction site is strictly prohibited.

PD28 Hot Work (General Safety Regulations 9)

No welding, cutting or any open flame work is permitted at certain site / plants without a hot work permit. Consult with the Engineer whether required or not.

PD29 Housekeeping on Construction Sites

Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R2281 dated 16 October 1987, as amended, a contractor shall ensure that:



- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the:
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

PD30 Ladders (General Safety Regulations 13)

All ladders should be constructed and assembled according to legal requirements. It is further recommended that the Contractor establish the required register control systems for such equipment.

PD31 Liability

No permission under these rules shall in any way relieve the Contractor of his liability for accidents, injury or damages, which occur under the contract.

PD32 Material hoists

- (1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A contractor shall cause the tower of every material hoist to be:
 - (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over-travel;
 - (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side



- or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.
- (3) A contractor shall cause:
- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
 - (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
 - (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.
- (4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform by a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.
- (5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.
- (7) No contractor shall require or permit any person to ride on a material hoist.
- (8) A contractor shall cause every material hoist:
- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
 - (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.



- (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
- (d) to be properly maintained and that the maintenance records in this regard are kept on site.

PD33 Overhead Electrical Conductors (Electrical Machinery Regulations)

Work shall not be carried out in the vicinity of overhead electric conductors without permission of the RESPONSIBLE PERSON for the contract in writing and prior approval and compliance with the requirements of the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority, ESKOM or any other operator or owner of the system.

PD34 Parking

Contractor's vehicles must only be parked in approved areas.

PD35 Personal Protective Equipment (General Safety Regulations 2)

All necessary personal protective equipment must be supplied by the Principal Contractor and should be maintained in a good condition. All Contractors personnel and visitors must wear adequate equipment or personal protection such as safety helmets, goggles, gloves, special footwear etc. applicable to the particular activity being carried out.

PD36 Public Safety (Section 9)

All necessary precautions must be taken to eliminate any hazards the general public might be exposed to as a result of the Contractors activities.

PD37 Refuse and Waste

Burning of refuse is not permitted. Arrangements for the disposal of refuse are to be made with the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority Waste Management Department.

PD38 Reinforcing

Access to reinforcement of small diameter, which is cast in and could cause impalement of a person falling up against or onto such bars, is to be restricted. Where access ways cannot be horizontally displaced above such reinforcement, then the ends of such bars should be bent over (radius curve) to ensure that the bars are out of the contact plane.

PD39 Reporting of accidents (GAR 8&9 24)

It must be noted that any reportable accident or machine failure relative to the contract must be reported by the Contractor to the Department of Labour as required under OH&S Act of 1993. A copy of all such reports must be made available to the Municipal Supervising Official.



PD40 Responsibility (Section 8 & 13)

The Contractor will be responsible for ensuring that each and every one of his employees, agents, sub-contractors, suppliers or any other person having authorized access to the site of the works is acquainted with these specifications and receive induction training.

PD41 Road works

The Contractor must ensure that he complies with all the relevant road traffic regulations when performing road works. See also Sign Posting and Notices **(PD44)**.

PD42 Security on Municipal premises

- (1) The JB MARKS LOCAL MUNICIPALITY or relevant Local Authority reserves the right for persons authorized by the Municipality to admit any person onto its premises, or to refuse admission, for whatever reason.
- (2) The JB MARKS LOCAL MUNICIPALITY or relevant Local Authority reserves the right for persons authorized by the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority to search all persons, personal property, containers and vehicles should this be deemed necessary.
- (3) All articles and equipment brought onto, or leaving the premises, shall be declared to the Security Officer / Guards on duty. Where necessary, permits should be obtained and produced when requested to do so. Only persons with valid identification will be permitted to enter premises.
- (4) Contract workers shall not enter any section of the premises other than where they have been authorized to work, unless accompanied by an JB MARKS LOCAL MUNICIPALITY or relevant Local Authority official.
- (5) All persons shall prominently display their company identification or the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority Visitors pass issued to them by the Security Guard at their point of entry. Passes must be returned to the Security Guard on leaving the premises.
- (6) Cameras, tape recorders and / or any other photographic or recording equipment of a similar nature may not be brought onto the premises without permission from Management of the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority.
- (7) Any person found tampering with JB MARKS LOCAL MUNICIPALITY or relevant Local Authority equipment or pilfering; or apparently under the influence of alcohol or drugs, will be removed from the site and may be charged.
- (8) No intoxicating liquor, habit forming drugs, dangerous weapons or firearms may be brought onto the premises.
- (9) No person under the influence of intoxicating liquors or drugs shall enter the



premises.

- (10) A person shall smoke in restricted / smoking areas only as demarcated by 'relevant lines or signs.
- (11) The Contractor shall ensure that all equipment, tools and materials are kept under lock and key. The JB MARKS LOCAL MUNICIPALITY or relevant Local Authority is not responsible for the loss of any equipment, tools or material of the Contractor or his employees as a result of any cause whatsoever.

PD43 Service Connections

Under no circumstances will any Contractor couple up to any water, electricity, compressed air, steam or other piped services without first obtaining the written permission from the Supervising Official. All connections for which permission has been granted must be switched off before leaving the site.

PD44 Signposting and Notices

All notices and signs on municipal premises must be adhered to at all times. Contractors must familiarize themselves with the standard symbolic safety signs. It might be necessary for the Contractor to erect signs to warn against hazards and dangers at work sites and road work. The Safety and / or Traffic Department can be approached for advice in this regard.

PD45 Speed Limit

All vehicles must be driven with due consideration to personnel and property. Adherence to speed limits is of utmost importance.

PD46 Spillages

Should the operations of the Contractor cause the accidental spillage of oils, grease, corrosive, inflammable, abrasive, toxic or any other substance that could result in injury, impairment to persons, environmental pollution or operating plant and equipment, then such spillage shall be removed and surfaces made clean and safe and, where necessary, restored to their previous condition immediately upon such request being made by any authorised JB MARKS LOCAL MUNICIPALITY or relevant Local Authority Official.

PD47 Structures

- (1) A **contractor** shall ensure that:
 - (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
 - (b) no structure or part of a structure is loaded in a manner which would



render it unsafe.

(2) The **designer** of a structure shall:

- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
- (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
- (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor:
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.
- (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
- (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
- (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
- (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
- (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
- (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.

(3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an



inspector, contractors, client, client's agent or employee.

- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

PD48 Supervision of construction work

- (1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.
- (2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub-regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub-regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the contractor has not appointed an employee as referred to sub-regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub-regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub-regulation (2).
- (4) No construction supervisor appointed in terms of sub-regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub-regulation (2) on all the Construction sites, the appointed construction supervisor may supervise more than one site.
- (5) If, however, the construction supervisor appointed in terms of sub-regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub-regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub-regulation (1) more appropriately.



- (6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed construction safety officer as contemplated in sub-regulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).
- (8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor.

PD49 Risk Assessment

- (1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least:
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) the analysis and evaluation of the risks and hazards identified;
 - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - (d) a monitoring plan; and
 - (e) a review plan.
- (2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.



- (4) A contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in sub-regulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.
- (9) Every employee on site shall:
 - (a) be in possession of proof of the health and safety induction training as determined in sub-regulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and
 - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

PD50 Scaffolding

- (1) Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.
- (2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

PD51 Stacking and storage on construction sites



Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice NO.R1031 dated 30 May 1986, as amended, a contractor shall ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

PD52 Suspended platforms

- (1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- (2) No contractor shall use or permit the use of a suspended platform, unless:
 - (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
 - (b) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
 - (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the:
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations which should comply with the requirements of the system design certificate;
 - (iv) performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;
 - (vi) procedures for and records of inspections having been carried out;



and

(vii) procedures for and records of maintenance work having been carried out:

Provided that sub-regulation (2) shall only become applicable six months from the date of promulgation of these regulations.

- (3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.
- (4) A contractor need not re-submit a copy of the certificate of system design contemplated in sub-regulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.
- (5) A contractor shall ensure that the outriggers of each suspended platform:
 - (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
 - (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) The contractor shall ensure that:
 - (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
 - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
 - (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
 - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled



-
- movement of the working platform cannot occur;
- (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
 - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform:
- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
 - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
 - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A contractor shall cause:
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not
-



exceeding 12 meters and in such a manner that every part of the installation is stressed accordingly;

- (9) Notwithstanding the provisions of sub-regulation (8), the contractor shall cause very hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub-regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub-regulation (1), or the suspended platform inspector mentioned in sub-regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether-
 - (a) all connection bolts are secure;
 - (b) all safety devices are functioning;
 - (c) all safety devices are not tampered with or vandalised;
 - (d) the maximum mass load of the platform is not exceeded;
 - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
 - (f) there are no visible signs of damage to the equipment; and
 - (g) all reported operating problems have been attended to.
- (11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are:
 - (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
 - (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least:
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;



- (iii) information on the dangers related to the misuse of safety devices;
and
 - (iv) information on the procedures to be followed in the case of:
 - (aa) an emergency;
 - (bb) the malfunctioning of equipment;
 - (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.
- (13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to affect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.
- (14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

PD53 Tunnelling

- (1) Any contractor performing tunnelling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.
- (2) Notwithstanding the provisions of sub-regulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

PD54 Use of JB MARKS LOCAL MUNICIPALITY or relevant Local Authority Plant and Equipment.

On no account are Contractors or their employees to operate the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority hoists, forklifts or vehicles or plant. If use of any such equipment is required, application must be made to JB MARKS LOCAL MUNICIPALITY or relevant Local Authority Management in Writing, who will then, if he considers it necessary and in the best interest of the JB MARKS LOCAL MUNICIPALITY or relevant Local Authority, grant the Contractor the necessary permission. Should permission be granted, then the equipment is used at the Contractors risk and it will be considered to be the property of the Contractor whilst so borrowed but must never leave the site. Contractors will be required to make good any loss or damage to such equipment. As a general rule, however, all Contractors are to ensure that they provide all the equipment needed for the contract.



PD55 Vessel Entry

See Confined Space **(PD10)** and Atmospheric Conditions **(PD5)**.

PD56 Water environments

- (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for:
 - (a) preventing workers from falling into water; and
 - (b) the rescuing of workers in danger of drowning.
- (2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

PD57 Welding

See Hot Work **(PD28)** and Work Permits **(PD 60)**.

PD58 Workers Compensation fund

It is conditions of this contract that the Principal Contractor provides prove of registration with the Compensation fund. And that all employees and any sub-contractors are covered in terms of the Compensation for Occupational Injuries and Diseases Act, as amended. Furthermore, the Contractor undertakes that such cover will not lapse during the continuation of the work. Their registration number must be entered on the last page of this document.

PD59 Worker welfare facilities

- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
 - (a) at least one shower facility for every 15 workers;
 - (b) at least one sanitary facility for every 30 workers;
 - (c) changing facilities for each sex; and
 - (d) Sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

PD60 Work Permits & Permission to work

Certain risk areas on a site may be designated as WORK PERMIT AREAS. Contractors must not work in these areas without obtaining the necessary Work Permit / Clearance Certificate.

See also, Confined Space (PD10),



Excavation Work (PD19),

Fire Precautions (PD21),

Hot Work (PD28).

PD61 Weather

The principal contractor must consider all weather possibilities (Thunderstorms, cloudbursts, lightning, hail, gale force winds etc.) which could pose a threat to the project and or persons and indicate in the safety plan how these threats will be dealt with.

PD62 Undertaking

Contractor must sign and return attached undertaking before the Contract will be accepted by the JB MARKS LOCAL MUNICIPALITY, and on signature thereof such undertaking shall be annexed to the contract document and shall form part of it.

Regulation 5 of the Construction Safety Act stipulates that the principal contractor is responsible for providing a documented health and safety plan to the employer based on the client's safety specification. The Contractor is responsible for the safe execution of all work and must provide the engineer, architect and subcontractors with a programme of construction, as well as a method statement with the necessary details and procedures on the contract.

The contractor must appoint in writing, a full time competent supervisor, to supervise the project. The Contractor may also appoint competent assistants, to assist the supervisor in the execution of his supervisory duties. The regulations define a competent person as being any person, having the knowledge, training, experience, and qualifications specific to the work or task being performed. This is subject to the provision that their appropriate qualification and training are registered in terms of the South African Qualifications Authority Act, 1995 [Act No. 58 of 1995] these are in fact the required qualifications and training.

The contractor has to exercise discretion and if he deems it relevant, appoint a full-time or part-time construction safety officer, in writing to assist in the control of all safety related aspects, and to give input into the health and safety plan. This construction safety officer must have the necessary competencies and resources to assist the contractor.

The contractor is required to have, before and during construction work, a risk assessment performed by a competent person. The said competent person must be appointed in writing, and the risk assessment must form part of the health and safety plan.

The health and safety plan is defined as being a documented plan, which addresses hazards, identified.



The health and safety plan must at least include:

- identification of risks and hazards;
analysis and evaluation of hazards;
- a documented plan and safe work procedures to mitigate, reduce or control the risks, and;
- a monitoring and reviewing plan of the risks and hazards.

The health and safety plan must be available for inspection, and every contractor must ensure that all employees are informed, instructed and trained by a competent person regarding the hazards identified and the related work procedures before work commences and thereafter at times identified in the risk assessment. The same applies with regard to the principal contractor and contractors.

The contractor may not permit any employee or person [including visitors] to enter the construction site unless that person has undergone health and safety induction training pertaining to the hazards identified at the site. Employees must be issued with a written confirmation [proof] that health and safety induction training was successfully completed, which proof they must carry with them must at all times whilst working on the construction site. A competent person must issue this proof. Further to this, the visitors to the site must be provided with personal protective equipment. This is the responsibility of the contractor.

Regulation 8 to 28 specifies safe work procedures and processes when involved in the following activities:

- Fall protection
- Structures
- Formwork and support work
- Excavation work
- Demolition work
- Tunnelling
- Scaffolding
- Suspended platform
- Boatswains chairs
- Material hoists
- Batch plants



-
- Explosive powered tools
 - Cranes
 - Construction vehicles and mobile plant
 - Electrical installations and machinery on construction sites
 - Water environments
 - Housekeeping on construction sites
 - Stacking and storage on construction sites
 - Fire precaution on construction sites
 - Construction welfare facilities

PD63 Penalties

Any infringements of the Occupational Health and Safety Specification will result in the following:

- 50% of the monthly cost of compliance, for compliance within 5 days
- 70% of the monthly cost of compliance, for compliance within 10 days
- The Engineer will issue a notice to stop all works until such time that the contractor is in compliance. If the contractor takes longer than 10 days, all cost incurred will be for the contractor.

END OF SECTION



SLIP-LINING OF PIPES

PE SLIPLINING OF PIPES

DEFINITIONS

For the purposes of this document, the definitions given in SANS 10403 and the following apply.

butt welding

is the process for joining HDPE pipes by heating the planed ends of matching surfaces by holding them against a flat heating plate until the HDPE material reaches fusion temperature, quickly removing the heating plate and pushing the two softened ends against one another. Butt welding is also referred to as butt fusion welding and heated-tool butt welding.

HDPE

High Density Polyethylene, also referred to as PE-HD. Polyethylene materials of designation PE 80 and PE 100 are high density polyethylene materials.

insertion pit

the excavation that accommodates the entry of the liner pipe into the existing pipeline.

liner pipe

the continuous length of pipe that is joined together and inserted into an existing (host) pipeline.

mechanical joint

joint made by assembling a liner pipe to another liner pipe, or any other pipe that generally includes a compression part, to provide for pressure integrity, leak tightness and resistance to end loads.

point repair

a repair made to an underground pipeline at a particular point by excavating down to the pipeline from the surface to affect the repair.

specification data

data, provisions and variations that make this standard applicable to a particular contract or works.

suitable

capable of fulfilling or having fulfilled the intended function or fit for its intended purpose.

winching point

the location, usually a manhole, at which winching equipment is set up.

PE 1: Requirements

PE 1.1 Materials

Grout



Unless otherwise specified in the specification data, the cementitious grout shall:

- a) be a low strength annulus filler
- b) be of suitable low viscosity to fill the annulus between the host pipeline and the liner pipe, under gravity or minimal pressure.
- c) contain only cement, potable water, and possibly additives such as fly ash, silica fume, chemical dispersants or thixotropic agents to enhance flowability, control set time and reduce segregation.
- d) contain cement that shall comply with the requirements of SANS 50197-1. e) have a minimum strength specified in the specification data.

PE 2 Construction

2.1 General

2.1.1.1 The liner pipe is usually pulled into the host pipeline using a cable and winch. However, the liner pipe can be inserted by pushing with an excavator bucket and a choker strap. In certain circumstances it may be advantageous to use both methods in combination.

2.1.1.2 Cables and winches (and/or pushing equipment) shall be suitable for the particular slip lining operation and shall have sufficient pulling (and/or pushing) capacity. Pulleys and any associated framework installed in the winching points shall be capable of withstanding the substantial forces required. Winches shall be equipped with load gauges and controls to avoid overloading and should be of the capstan type to avoid cable damage and have an immediate stopping facility.

2.1.1.3 The pulling head shall be suitable for attaching to the liner pipe securely. It shall be capable of withstanding the winching forces and guiding the liner pipe into and through the host pipeline. It shall have a rotating eye to avoid the liner pipe twisting the cable. The pulling head shall be open-ended to allow at least 50% of the existing pipeline full flow to pass through it. Once the liner pipe has been installed, the pulling head shall be capable of being removed from the host pipeline.

2.1.2 General preparation

2.1.2.1 The number and location of insertion pits shall be planned to keep them to a minimum and maximise the lengths of individual insertions. Normally more than one manhole length can be lined from one insertion pit, either in one direction or in both directions (upstream and downstream). If possible, insertion pits should be located where excavations are to be made for point repairs.

2.1.2.2 All insertion pits, winching points and manholes shall be of suitable size to accommodate the necessary slip lining operations and equipment.

2.1.2.3 All arrangements regarding road closures, traffic deviations and traffic control shall be confirmed in writing.



2.1.2.4 All the necessary safety equipment, safety measures and personnel shall be prepared in accordance with the health and safety plan.

2.1.2.5 The schedules and plans for accommodation of flows and over pumping shall be confirmed and recorded in writing.

2.1.2.6 Property owners affected by any service disruption shall be forewarned in writing.

2.1.2.7 There shall be a contingency plan to remove the liner pipe in the event that it cannot be completely inserted due to unforeseen problems. This should include a means of pulling the liner pipe back out of the host pipeline and a means of cutting the liner pipe off in the insertion pit should it jam in the host pipeline.

2.1.3 Insertion pits

2.1.3.1 The dimensions of the insertion pits shall be the minimum necessary to accommodate the slip lining operations. The insertion pits shall be designed such that the minimum allowable radius of curvature of the liner pipe is not exceeded during insertion. See the specification data.

2.1.3.2 The excavations for the insertion pits shall have the necessary safe side slopes or shoring and dewatering.

2.1.3.3 The excavations shall proceed with care near the existing pipeline, which may be structurally weak, to avoid damaging it.

2.1.3.4 Once exposed, the top half of the existing pipeline shall be removed along the full length of the bottom of the insertion pit, by cutting longitudinally along each spring line with an abrasive disc saw.

2.1.3.5 On completion of the insertion, the top half of the existing pipeline shall be replaced and glued in position with epoxy resin and any gaps sealed.

2.1.3.6 The liner pipe shall be built into the walls of the existing manholes and the connections made good to provide watertight joints.

2.1.3.7 Wherever the installed liner pipe is not enclosed by the existing host pipeline it shall be enclosed by a pipe sleeve or part sleeve similar to the host pipe, and the gaps sealed with grout and/or a seal provided for grouting. This may occur in insertion pits, at point repairs or where connections are re-established.

2.1.3.8 The excavation, backfilling and reinstatement shall be in accordance with the relevant requirements of SANS 2001.

2.1.4 Existing pipeline

2.1.4.1 To ensure the bore of the existing pipeline is of adequate size to accommodate the liner pipe, any excessive hard deposits on the pipe walls shall be removed using a pipe scraper, cutter, borer or pig to ream the pipeline.



2.1.4.2 The pulling head with a section of liner pipe of length at least twice the liner pipe diameter or a proving ring shall be pulled through the pipeline to demonstrate that the liner pipe can negotiate the host pipeline. Cables shall be attached to both ends to allow it to be retrieved should it be obstructed.

2.1.4.3 The existing pipeline shall be given a final clean immediately prior to lining to remove any remaining silt or debris.

2.1.4.4 The pipeline shall be inspected by CCTV camera to confirm all debris and silt has been removed.

2.1.5 Slip lining

2.1.5.1 Any accommodation of flows and/or over pumping shall be implemented.

2.1.5.2 Care shall be exercised to avoid overstressing the liner pipe. The maximum allowable winching forces shall be calculated for the liner pipe (limited by the cross-sectional area and maximum safe permissible short term tensile stress of the liner pipe material). The winch load gauge shall be monitored during the winching process.

2.1.5.3 The whole length of liner pipe shall be continuously supported on rollers to minimise friction and avoid damaging the liner pipe. It may be necessary to put guards over the edges of the existing pipe to prevent gouging of the liner pipe during insertion. The liner pipe shall be winched through in one continuous operation. Soil or other material shall be prevented from entering the host pipeline.

2.1.5.4 A lubricant may be used to reduce friction between the liner pipe and the host pipeline during installation. The lubricant shall be a nontoxic, oil-based product that has no detrimental effect on the liner pipe or host pipeline, does not support bacterial growth or affect the general characteristics of the flow.

2.1.5.5 Allowance should be made for the liner pipe stretching during insertion then shortening after completion of the installation. A 24 hour relaxation period should be allowed.

2.1.5.6 If grouting of the annulus is not specified in the specification data, a watertight seal shall be installed in the annular space at the ends of the liner pipe at manholes to prevent the passage of water. The seal shall extend for a distance of at least 0,5 times the diameter of the pipe or 300 mm, whichever is the greater. The seal shall comprise a sealer strip soaked in a chemical sealer in a band to form an effective watertight gasket followed by the placing of a non-shrink grout in the remaining cavity. The seal shall be finished off with a dressing of non-shrink chemical resistant elastomeric grout.

2.1.5.7 Where liner pipes have to be trimmed back in manholes, they shall be cut so that the liner pipe extends 100 mm into the manhole and a fillet formed with grout around the liner pipe and manhole wall interface.

2.1.5.8 The benching at manholes shall be reformed to suit the liner pipe by scabbling the existing surface, then trowelling a cement grout to the required thickness and shape. The grout and any reinforcing mesh shall be specified in the specification data.



2.1.5.9 Where the liner pipe passes through a manhole, the liner pipe shall be cut to the shape of the existing benching and the annulus in the invert grouted up.

2.1.6 Grouting the annulus

2.1.6.1 If specified in the specification data the annulus between the liner pipe and the host pipeline shall be grouted up.

2.1.6.2 The grout shall be mixed in a paddle, high shear or colloidal grout mixer to a homogenous consistency.

2.1.6.3 The grout shall be delivered to the injection point at a steady pressure with a suitable grout pump at the mixing tank and suitable grout hoses. The distance the grout travels, whether in the hose or the annulus, should not exceed 100 m. All grout should be used within one hour of being mixed. Means of accurately measuring grout component quantities, pumping pressures and volumes shall be provided. Pressure gauges shall be provided at the grout pump and at the injection point. The pressure gauges shall be equipped with diaphragm seals and shall have a working range between 1,5 and 2,0 times the planned grout pressure with an accuracy of no more than 2% error.

2.1.6.4 A watertight bulkhead shall be installed in the annular space at the ends of the liner pipe at manholes to prevent the passage of water and provide a seal for grouting. The seal shall extend for a distance of at least 1,5 times the diameter of the pipe. Grouting and venting pipes shall be incorporated into the bulkheads.

2.1.6.5 The grout mixture and installation procedures shall be such that the annulus is completely filled. Adequate grouting points shall be used to ensure this. The calculated volume of the annulus and the actual volume of grout used shall be monitored. Should the volume of grout being used exceed the estimated volume, this would be an indication that grout is penetrating through the existing host pipeline and into surrounding cavities.

2.1.6.6 Precautions shall be made to prevent the liner pipe from floating when grouting. To prevent floating the liner pipe should be held down or filled with water and the grouting should take place in stages. Flotation forces may not only float the liner pipe in the host pipeline but may cause the liner pipe to deform or buckle. Design calculations shall be performed to check against flotation.

2.1.6.7 Care shall be exercised to avoid buckling the liner pipe with excessive grouting pressures. The pressure that would cause the liner pipe to buckle shall be calculated. The grouting pressure shall be monitored during the grouting process.

2.1.6.8 Daily records shall be made of the grouting, recording the date, mixer, pump, hose, pipeline length, stage height, flotation prevention, mix materials and proportions, grout test and results, calculated and actual volumes and pressures including maximum at pump and injection point.

2.1.7 Service connections



2.1.7.1 After the liner pipe has been installed the existing connections shall be re-established through the liner pipe. The connections shall be free of sharp edges or protrusions.

2.1.7.2 Connections shall be re-established using either polyethylene heat-fusion saddles or strap-on saddles with neoprene gaskets and stainless steel straps installed in accordance the manufacturer's recommendations, or as specified in the specification data.

PE 3 Compliance with the requirements

3.1 Tolerances

The liner pipe shall be checked to ensure that the requirements of the specifications for tolerance stated in the specification data are met.

3.2 Testing

3.2.1 Grout

3.2.1.1 If specified in the specification data, samples of the grout shall be cured in cubes and tested for compressive strength.

3.2.1.2 It is recommended that a minimum of 3 cubes be taken for each section of pipeline grouted or for every 5 m³ of grout injected.

3.2.1.3 75 mm grout moulds should be used. Any joints in the moulds should be sealed to prevent leakage of the grout. The grout should be poured into the mould taking care not to trap any air bubbles, which can be removed by lightly tapping the mould. The mould should be overfilled and left for 30 – 60 minutes to settle.

3.2.1.4 The excess grout should be struck off with a float and the moulds covered with plastic sheeting or damp hessian.

3.2.1.5 The mould should be stored at a temperature of 20°C ±5°C for a minimum period of 16 – 24 hours or until the grout has attained sufficient strength to allow the cube to be stripped from the mould. This minimum period relates to higher strength grouts, weaker grouts will require at least 48 hours. It is important that the site storage temperature is maintained within the specified limits otherwise the test results will be invalid.

3.2.1.6 After being stripped from the moulds the cubes should be stored in water, at a temperature of 20°C ±1°C until tested.

3.2.1.7 The cubes should be tested at 7 days. The average value of the result should exceed the strength specified in the specification data.

3.2.2 Pressure testing

If specified in the specification data the liner pipe shall be pressure tested. This may include testing prior to insertion and/or after installation.



3.2.3 Inspection

3.2.3.1 The lined pipeline shall be inspected by CCTV and a video recording made.

3.2.3.2 The liner pipe shall be continuous over the entire length lined and shall have no leaks, deformations or defects that will affect the integrity or strength of the lining.

3.2.4 Acceptance

3.2.4.1 All leaks, deformations or defects shall be rectified.

3.2.4.2 The flow may need to be re-established through the pipeline prior to the defects being remedied, in which case the remedial work shall be re-scheduled.

3.2.4.3 The lining may only be accepted once it has passed all tests.

END OF SECTION

CONTRACT NO: 2/2025
Schedule 1
Preliminary & General

[illegible]

JB MARKS LOCAL MUNICIPALITY					CONTRACT NO: 2/2025	
IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858)					Schedule 1	
C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS					Preliminary & General	
CONTRACT NO: 2/2025						
SCHEDULE 1 : PRELIMINARY & GENERAL						
Item	Payment Ref.	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements as per Item A1.1	Sum	1		
		Operate and maintain facilities on site for duration of construction except where otherwise stated				
	8.4.2.3 PSA8-3	Facilities for Engineer as Item A1.2	Sum	1		
	8.4.2.3 PSA8-7 PSA8-10	Facilities for Contractor as Item A1.3	Sum	1		
	8.4.3	Supervision	Sum	1		
	8.4.4	Company and Head Office overhead costs for duration of Contract	Sum	1		
	8.4.5	Other time-related obligations (OHSA).	month	6		
		Control testing				
		Additional testing ordered by the Engineer:				
	8.5 PSA8-4	Control testing of materials and workmanship	Prov Sum	1		
		Percentage adjustment on Item A3.1 for Contractor's overheads and profit (State % and extend as an amount)	10%	1		
		Water Pressure Testing	Sum	1		
		Connecting to the existing system	No.	1		
	SANS 1200 A	Phone calls				
	8.50	Air time for cell phone	Prov. Sum	1		
	8.5	Commission on Item A4.1 (State % and extend as an amount)	10%	1		
1.3		TEMPORARY WORKS				
1.3.1	8.7.4	Existing services				
		a) Supply of specialist equipment for detection of particular service	Sum	1		
		b) Use of equipment referred to in item (a) above	Sum	1		
		d) Relocation and/or protection of existing services				
		(1) By the contractor	PC sum			
		(2) By the service provider	PC sum			
		(3) Handling cost in respect of (a) and (b) above	%			
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

CONTRACT NO: 2/2025
Schedule 2
Day works

[illegible]

JB MARKS LOCAL MUNICIPALITY					CONTRACT NO: 2/2025	
IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858)					Schedule 3	
C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS						
CONTRACT NO: 2/2025						
SCHEDULE 3 : WATER WORKS						
Item	Payment Reference	Description	Unit	Qty	Rate	Amount (R)
3.	SANS 1200DB	WATER WORKS				
3.1	SANS 1200C	Site Clearence				
3.1.1		(a) Excavate in all material for trenches, backfil, compact, dispose				
		i) Exceeding 0.0m but not exceeding 1.0m	m			
		ii) Exceeding 1.0m but not exceeding 2.0m	m	2000		
3.2	SANS 1200D	Excavation				
3.2.1	DB 8.3.3	Excavation Ancillaries				
3.2.1.1		Make up deficiency in backfil material (provisional)				
		(a) From other necessary excavations on site	m³	60		
		(b) Compaction in road reserve	m³	778		
3.2.1.2		Provision of Bedding from Trench				
	LB 8.2.1	Excavation with unlimited free haul distance				
		a) Selected granular material	m³	150		
		b) Selected fill material	m³	810		
3.2.1.3	L 8.2.1	Provide Erf Connections Complete as per Drawing				
		1) Erf Connection				
		a) Double Short	No	45		
		b) Double long	No	16		
		c) Single Long	No	22		
		c) Single Short	No	41		
		d) Water Meters (Kent)	No	185		
CARRIED FORWARD						

JB MARKS LOCAL MUNICIPALITY					CONTRACT NO: 2/2025	
IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858)					Schedule 3	
C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS						
CONTRACT NO: 2/2025						
SCHEDULE 3 : WATER WORKS						
Item	Payment Reference	Description	Unit	Qty	Rate	Amount (R)
BROUGHT FORWARD						
3.3	SANS 1200LD					
3.3.1		<u>Cast Iron Fittings (Accordance to BS 3035)</u>				
		b) Cast Iron Socketed reducers:				
		v) 160mm x 110mm diameter	No	Rate only		Rate only
		vi) 110mm x 90mm diameter	No	Rate only		Rate only
		vii) 90mm x 75mm diameter	No	Rate only		Rate only
		c) Cast Iron Reducing Tees:				
		viii) 250mm x 250mm x 160mm diameter	No	Rate only		Rate only
		ix) 160mm x 110mm x 110mm diameter	No	Rate only		Rate only
		x) 110mm x 90mm x 90mm diameter	No	Rate only		Rate only
		xi) 90mm x 90mm x 75mm diameter	No	Rate only		Rate only
		xii) 90mm x 75mm x 75mm diameter	No	Rate only		Rate only
		xiii) 75mm x 75mm x 75mm diameter	No	Rate only		Rate only
		d) uPVC long radius press bends 90° with a rubber seal ring of defelction (Class 16)				
		xiv) 160mm diameter	No	Rate only		Rate only
		xv) 110mm diameter	No	Rate only		Rate only
		xvi) 90mm diameter	No	Rate only		Rate only
		xvii) 75 mm diameter	No	Rate only		Rate only
		e) uPVC long radius press bends with a rubber seal ring of defelction (Class 16) 45°				
		xviii) 110mm diameter	No	Rate only		Rate only
		xix) 90mm diameter	No	Rate only		Rate only
		xx) 75 mm diameter	No	Rate only		Rate only
		f) 75mm Cast Iron End Cap	No	Rate only		Rate only
		Recover Old Pipe	m	2200		
		Pressure Test and flushing the line	m	2200		
CARRIED FORWARD						

JB MARKS LOCAL MUNICIPALITY
IKAGENG EXTENSION 6 WATER NETWORK (EVERN 10569-10857-10580-10858)
C/O MOGOLODI SARAFINA RD – COMPLETION OF THE OUTSTANDING WORKS
CONTRACT NO: 2/2025
SCHEDULE OF QUANTITIES
Summary

Schedule No.	Description	Amount (R)
1	Preliminary and General	
2	Day works	
3	Water Reticulation	
	Sub-Total A	
Plus	Contingencies 10% of Sub Total A	
	Sub-Total B	
Plus	Value Added Tax at 15% of Sub Total B	
TOTAL AMOUNT OF TENDER CARRIED FORWARD TO FORM OF TENDER		

Bankers Details :

Contractor's Name: _____

Name reflected on bank statement: _____

Bank: _____

Branch: _____

Account Number: _____

Cheque Account ☐ or Savings Account ☐

CIDB Registration Number: _____

Signature : _____

By Tenderer : _____

Company Name : _____

Date : _____