



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**BL22/024**

## **PROCUREMENT DOCUMENTS**

**FOR THE**

**DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE**

**AT**

**WARDEN SAPS: REPAIR AND MAINTENANCE TO ELECTRICAL;  
STRUCTURAL AND CIVIL ELEMENTS TO THE STATION AND  
DETECTIVE OFFICE**

**VOLUME 3 of 3: CONTRACT DATA**

Department Public Works and Infrastructure  
Bloemfontein Regional Office  
18 President Brand Street  
Private Bag X20605  
BLOEMFONTEIN  
9300

**OCTOBER 2022**

Name of bidder: \_\_\_\_\_

CIDB No: \_\_\_\_\_

CSD Supplier's No: \_\_\_\_\_

CSD Unique No: \_\_\_\_\_

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# **VOLUME 3: THE CONTRACT**

**PART C1: AGREEMENT AND  
CONTRACT DATA**



## **C1.2 CONTRACT DATA**

## DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	WARDEN SAPS: REPAIR AND MAINTENANCE TO ELECTRICAL; STRUCTURAL AND CIVIL ELEMENTS TO THE STATION AND DETECTIVE OFFICE
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<b>Tender / Quotation no:</b>	BL22/024	<b>WCS no:</b>	BL22/024	<b>Reference no:</b>	4/2/1/1/1/10/6722
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank.</b> Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1]

<b>Works description</b>	Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description
<p>Alterations and renovations to be done to buildings at Warden SAPS (Community Service Centre, Diesel Store, Generator Room, Kitchen, Conference, Cell Block, Ablutions, Detective Service Office, Carport, House 20, House 50, House 70); Building Work Work consists of; - new paving, storm water drainage, water supply, soil drainage, external covered area, etc. New roof coverings, replacing of ceilings. New floor coverings. Replacing all sanitary fittings and plumbing. Replacing of all damage windows, doors and ironmongery. Servicing of doors and windows etc. Repaint buildings. Replacing and renovation of electrical installation. Removal of asbestos panels by specialist where necessary.</p>	

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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## A 2.0 Site [1.1]

Erf / stand number	Erf 626
Site address	6th Ave, Warden, 9890
Township / Suburb	Warden
City / Town	Warden
Province	Free State
Local authority	PHUMELELA LOCAL MUNICIPALITY
GPS Coordinates	-27.8538, 28.9641

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	phaphama.dlulisa@dpw.gov.za	Telephone	051-408-7512
Postal address	Private Bag X 20605 Bloemfontein Bloemfontein 9300		
Physical address	insert physical address Bloemfontein Bloemfontein 9300		

### A 3.2 Employer's representative:

Name	PHAPHAMA DLULISA	Telephone number	051-408-7512
E-mail	phaphama.dlulisa@dpw.gov.za	Mobile number	082-802-6038
Postal address	Private Bag X 20605 Bloemfontein Bloemfontein 9300		
Physical address	National Department of Public Works And Infrastructure Building Bloemfontein Bloemfontein 9300		

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<b>A 4.0</b>	<b>Principal Agent [1.1; 6.2]</b>	<b>Discipline</b>	Architects
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Name	Incline Architects		
Legal entity of above	Incline Architects	Contact person	J.T.Erasmus
Practice number	PH3558.	Telephone number	051 444 4702
Country	South Africa	Mobile number	074 502 2398
E-mail	J.T. Erasmus <jt@inclinearchitects.co.za>		
Postal address	PO Box 28143 Dan Pienaar Bloemfontein 9301		
Physical address	117 B Albrecht Street insert suburb insert town insert postal code		

<b>A 5.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Quantity Surveyor
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Name	Verster Berry		
Legal entity of above	Verster Berry	Contact person	Drian Coetsee
Practice number	2013/05487/21	Telephone number	082 775 7320
Country	South Africa	Mobile number	051 430 8264
E-mail	info@vbvqs.co.za		
Postal address	8 Louw wepener Dan Pienaar Bloemfontein 9301		
Physical address	8 Louw wepener Dan Pienaar Bloemfontein 9301		

<b>A 6.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Engineers
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Name	Ingcali Consulting Engineers		
Legal entity of above	Ingcali Consulting Engineers	Contact person	Rodney Du Rand
Practice number	2004/025728/07	Telephone number	051 430 5435
Country	South Africa	Mobile number	073 282 3228
E-mail	Rodney Du Rand <rodney@ingcali.co.za>		
Postal address	37 Brill Street Westdene Bloemfontein 9301		
Physical address	37 Brill Street Westdene Bloemfontein 9301		

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<b>A 7.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	<b>Engineer</b>
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Name	LMV Consulting		
Legal entity of above	LMV Consulting	Contact person	TheunsJordaan
Practice number	1995/007677/07.	Telephone number	082 490 1651
Country	South Africa	Mobile number	082 490 1651
E-mail	Theuns Jordaan <theuns@lmv.co.za>		
Postal address	109 Cross Street, 2 <sup>nd</sup> floor, ABSA Building Kronstad Kronstad 9499		
Physical address	insert physical address Kronstad Kronstad 9499		

<b>A 8.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 9.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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<b>A 10.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 11.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 12.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 <sup>th</sup> edition
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### B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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### B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	14
Drawings as per drawing register issued with the tender	75
Specifications issued with the tender	32
Schedules issued with the tender	
Bills of Quantities issued with the tender	1 to 227
Addenda as issued during tender stage, if applicable	As issued

### B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD] ]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

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**B 6.0 Insurances [10.0]**

<b>Insurances by contractor</b>			Amount including VAT
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).			
	New works [10.1.1] (contract sum or amount)	Select	R
Or	Works with practical completion in sections [10.2] (contract sum or amount)	Select	R
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	Select	R
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	Select	R
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	Select	R
	Escalation, professional fees and reinstatement costs if not included above	Select	R
<b>Total of the above contract works insurance amount</b>			R
	Supplementary insurance [10.1.2; 10.2]	Select	R
	Public liability insurance [10.1.3; 10.2]	Select	R
	Removal of lateral support insurance [10.1.4; 10.2]	Select	R
<b>Other insurances [10.1.5]</b>			
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	Select	R
	Other insurances: If applicable, description 1:	Select	R
	Other insurances; If applicable, description 2:	Select	R

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**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]	Select
If applicable, description:	
Restriction of working hours [12.1.2]	Select
If applicable, description:	
Natural features and known services to be preserved by the contractor [12.1.3]	Select
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Select
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Select
If applicable, description:	

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Appointment of Selected Subcontractors [15.0]**

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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**B 10.0 Appointment of Direct Contractors [16.0]**

Select	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

**B 11.0 Works to be completed in sections [20.1]**

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

**B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]**

**B12.1 Contract Period**

<b>Contract period [B18: 1.2]:</b> Period in <b>months</b> as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
<b>The contract period is determined as follows (Period/s indicated in months):</b>	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	
Period to achieve Works Completion Refer B18.0 [19.8]	
Defect liability period up to and including Final Completion	Select
<b>Total Contract period [B18: 1.2]</b>	
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R

#### B12.2 Construction Period for completion of the Works as a whole

<b>Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0]</b> The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Select
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	
Period for inspection in working days by the principal agent [19.3]	
<b>Penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]</b>	
<b>Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]:</b> Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R
<b>Penalty amount per calendar day for late Final Completion [21]:</b> Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R

#### B12.3 Construction Period for completion of the Works in portions

<b>Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]</b>					Select	
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						



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The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1]	
Penalty for late Practical Completion, <b>if completion in sections is required</b> , excluding VAT	
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>Select</b> , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>Select</b> , excluding VAT	

**B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]**

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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**B 14.0 Defects liability period [21.0]**

Extended defects liability period: Refer B18.0 [21.13]

Select	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works
14.8	Landscaping including automated systems (irrigation)
14.9	
14.10	

**B 15.0 Payment [25.0]**

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Select
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

**B 16.0 Dispute resolution [30.0]**

<b>Mediation</b>	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
<b>Litigation</b>	Court with Jurisdiction

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**B 17.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]		Select
Availability of construction information [P2.3]		Select
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Select
Previous work - defects - details of previous contract(s) [P3.2]		Select
Inspection of adjoining properties - details [P3.3]		Select
Handover of site in stages - specific requirements [P4.1]		Select
Enclosure of the works - specific requirements [P4.2]		Select
Geotechnical and other investigations - specific requirements [P4.3]		Select
Existing premises occupied - details [P4.5]		Select
Services - known - specific requirements [P4.6]		Select
Water [P8.1]	By contractor	Select
	By employer	Applicable
	By employer – metered	Select
Electricity [P8.2]	By contractor	Select
	By employer	Applicable
	By employer – metered	Select
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Select
Communication facilities - specific requirements [P8.4]		Select
Protection of the works - specific requirements [P11.1]		Select
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Select
Disturbance - specific requirements [P11.5]		Select
Environmental disturbance - specific requirements [P11.6]		Select

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## B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

1.2	<p><b>Definitions</b></p> <p>The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.</p> <p><b>ADVERSE WEATHER CONDITIONS:</b> Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.</p> <p><b>AGREEMENT:</b> The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.</p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the <b>site</b> by the <b>contractor</b> and ending on the date of <b>practical completion</b>.</p> <p><b>CONTRACT PERIOD:</b> The period commencing on the date of the letter of acceptance and ending on the date of final completion.</p> <p><b>COST FLUCTUATION</b> shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.</p> <p><b>DEFAULT INTEREST:</b> No clause.</p> <p><b>GUARANTEE FOR CONSTRUCTION:</b> A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].</p> <p><b>INTEREST:</b> The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.</p> <p><b>LETTER OF ACCEPTANCE:</b> The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.</p> <p><b>PAYMENT CERTIFICATE:</b> A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.</p> <p><b>PRINCIPAL AGENT:</b> The person or entity appointed by the <b>employer</b> and named in the <b>contract data for organs of state and other public sector bodies</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by the employer's representative as named in the <b>contract data for organs of state and other public sector bodies</b>.</p> <p><b>TARGETED SUBCONTRACTORS:</b> Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.</p>
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CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:	
3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".



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9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.  When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.  The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

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10.1.5.1.4	Add the following as clause 10.1.5.1.4: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).  In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.  The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the <b>priced document</b> contains errors or discrepancies and/or prices considered by the employer or <b>principal agent</b> to be imbalanced or unreasonable the employer or <b>principal agent</b> and the <b>contractor</b> shall adjust such prices without any change to the <b>contract sum</b> .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

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12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8  <b>WORKS COMPLETION</b> (1) Within seven (7) working days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.  (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) working days of receipt of such a notice. Where, in the opinion of the principal agent, the works completion list:  (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of works completion to the contractor with a copy to the employer.

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19.8 Continued	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8.2.</p> <p>(3) Within seven (7) working days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.</p> <p>(4) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) working days of receipt of such a notice. Where, in the opinion of the principal agent, the works completion list:</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of works completion in terms of 19.8.2. (a) or 19.8.3.</p>
20.2.1.A	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
21.1	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).</p>
21.6	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <ol style="list-style-type: none"> <li>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</li> <li>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</li> </ol>
21.6.1.	Omit clause.
21.6.2	Omit clause.
21.13	<p>Add the following as clause 21.13 The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.</p>
21.14	<p>Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].</p>

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22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the <b>contractor</b> fails to bring the <b>works</b> , or a <b>section</b> thereof, to <b>practical-, works-, or final- completion</b> by the applicable completion date [B10 CD], or the revised applicable completion date, the <b>contractor</b> shall be liable to the <b>employer</b> for the <b>penalty</b> [B10 CD].
24.2	Replace clause 24.2 with the following: Where the <b>employer</b> elects to levy such <b>penalty</b> the <b>employer</b> , or the <b>principal agent</b> on instruction from the <b>employer</b> , shall give <b>notice</b> thereof to the <b>contractor</b> . The <b>principal agent</b> shall determine the <b>penalty</b> due from the later of the date for <b>practical- works-, or final- completion</b> [B10 CD], or the revised date for <b>practical- works-, or final- completion</b> , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of <b>practical-, works- or final- completion</b> of the <b>works</b> , or a <b>section</b> thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.
25.3	Add the following to clause 25.3:  25.3.12 Monthly Local content report.  25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).  25.3.14 Tax Invoice.  25.3.15 Labour intensive report.  25.3.16 Contract participation goal reports.



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25.5	No Clause.
25.6	Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.
25.7.5	No clause.
25.10	Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments:</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> <p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the <b>works</b> in terms of 25.1 and <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>.</p>

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25.12 Continued	<p>25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The <b>principal agent</b> shall prepare the final account in consultation with the employer and issue the <b>final account</b> , to the <b>contractor</b> within sixty (60) <b>working days</b> of the date of <b>practical completion</b> .
26.12	Refer to clause 6.7 [CD].
27.1.2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date of notice by the employer, the employer may recover such an amount from the security.
27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.

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28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The <b>contractor's</b> estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The <b>contractor</b> has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The <b>employer</b> has the right of recovery against the <b>contractor</b> , where applicable, [CD] from:  The guarantee for construction (variable) until the final payment has been made; <b>or</b> The guarantee for construction (fixed) until the date of practical completion; <b>or</b> The payment reduction until the final payment is made; <b>or</b> The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.
29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

## B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)	<b>Not applicable</b>
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(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Applicable</b>
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Applicable</b>
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Applicable</b>
(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	<b>Applicable</b>
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	<b>Applicable</b>
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period)	<b>Applicable</b>
(h)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million)	<b>Not applicable</b>
(i)		<b>Select</b>
(j)		<b>Select</b>

Tender / Quotation no:BL22/024

## PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

**NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable

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## C 2.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## C 3.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply.

### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Tender / Quotation no:BL22/024

### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4].</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred.</p>

### Failure to provide particulars within the period stated

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.



## **C1.3 FORM OF GUARANTEE**

## DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

**Insert name**  
Private Bag **insert no**  
**insert town**  
**insert postal code**

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: BL22/024, for the WARDEN SAPS: REPAIR AND MAINTENANCE TO ELECTRICAL; STRUCTURAL AND CIVIL ELEMENTS TO THE STATION AND DETECTIVE OFFICE (hereinafter referred to as the "contract") in the amount of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the **contract sum**),  
  
I / We, \_\_\_\_\_  
  
in my/our capacity as \_\_\_\_\_ and hereby  
  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

**Tender no: (Insert Tender Number)**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

**SIGNED AT** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF**  
\_\_\_\_\_ **20**\_\_

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**(insert the name and physical address of the guarantor)**

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
**(duly authorised thereto by resolution attached marked Annexure A)**

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

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This **GUARANTEE** must be returned to: \_\_\_\_\_  
\_\_\_\_\_

## DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

*Insert name*  
Private Bag *insert no*  
*insert town*  
*insert postal code*

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **BL22/024.**, for the **WARDEN SAPS: REPAIR AND MAINTENANCE TO ELECTRICAL; STRUCTURAL AND CIVIL ELEMENTS TO THE STATION AND DETECTIVE OFFICE** (hereinafter referred to as the "**contract**" in the amount of R \_\_\_\_\_, ( \_\_\_\_\_ ) (hereinafter referred to as the **contract sum**),  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the last **final payment certificate**.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: **BL22/024**

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

Tender no: **BL22/024**

By and on behalf of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked  
Annexure A)

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

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This guarantee must be returned to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PART C2: PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**



## PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	<b>WARDEN POLICE STATION: REPAIR AND MAINTENANCE TO ELECTRICAL, MECHANICAL, CIVIL AND STRUCTURAL ELEMENTS TO THE STATION, HOUSES AND DETECTIVE'S OFFICES</b>			
Tender / Quotation no:	BL 22/024	WCS no:		Reference no: 14/1/7/1/10/6722

### C2.1 Pricing Assumptions

#### C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

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

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

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. 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. Market related 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. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

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Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

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

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

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the Standard System for Measuring Builders' Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

#### **C2.1.2 VALUE ADDED TAX**

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.3 CORRECTION OF ENTRIES**

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

#### **C2.1.4 ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

#### **C2.1.5 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

### **C2.1.6 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.7 FIXED PRICE CONTRACT**

- (a) Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

### **C2.1.8 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

### **C2.1.9 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

### **C2.1.10 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTIC designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

#### **C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

##### **C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL**

**MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs:  
IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

##### **C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Manufacturers CPG is *applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

##### **C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Suppliers CPG is *applicable*.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for

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submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Labour Skills Development CPG is *applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)**

**The Minimum Targeted Enterprise Development CPG is *applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

**C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is *applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

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The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

**(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:**

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

**(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:**

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

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The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: Notional Cost of Training; Headcount**

Source: cidb Standard for Skills Development

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount R65 700 000  
 Contract duration 12 Months  
 CSDG factor 0,50%  
 Minimum CSDG target  $0,50\% \times R65\,700\,000 = R328\,500$  (Minimum requirement)

**Table 4: Notional cost recalculation upon appointment of beneficiaries**

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
<b>Total</b>	2			R338 000

**C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

**The National Youth Service Training and Development Programme is *applicable* to this project.**



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The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

**C2.1.11.8 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

**C2.2 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

## **PART C3: SCOPE OF WORK**

## **C3 SCOPE OF WORK**

## PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	<b>WARDEN SAPS: REPAIR AND MAINTENANCE TO ELECTRICAL; STRUCTURAL AND CIVIL ELEMENTS TO THE STATION AND DETECTIVE OFFICE</b>		
Tender / Quotation no:	BL22/024	Reference no:	4/2/1/1/1/10/6722

### C3. Scope of Works

#### C3.1 EXTENT OF THE WORKS

Alterations and renovations to be done to buildings at Warden SAPS (Community Service Centre, Diesel Store, Generator Room, Kitchen, Conference, Cell Block, Ablutions, Detective Service Office, Carport, House 20, House 50, House 70); Building Work Work consists of; - new paving, storm water drainage, water supply, soil drainage, external covered area, etc. New roof coverings, replacing of ceilings. New floor coverings. Replacing all sanitary fittings and plumbing. Replacing of all damage windows, doors and ironmongery. Servicing of doors and windows etc. Repaint buildings. Replacing and renovation of electrical installation. Removal of asbestos panels by specialist where necessary.

#### C3.2 ORDER OF THE WORKS

#### C3.3 BUILDINGS OCCUPIED

Refer to clause B17 of form DPW-04 (EC)

#### C3.4 ACCESS

Street front.

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

#### C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

- C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

### **C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

#### **C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal**

##### **MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is *not applicable* to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the thirty percent (30%) Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least five percent (5%) of the tender amount at the time of tender to be sourced from within 50km radius of the project site with the intention to maximize use of local SMMEs within "Insert Ward/s, Municipal District, Town, City, Province";
- (b) SMME's involvement of at least twenty five percent (25%) of the Tender Value to be sourced from within 250km radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people

- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities
- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder may refer to the CSD website should the list provided be insufficient.

**Bidders must ensure that the sub-contractors conform to the following:**

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
  - Relevant Ward. If not available;
  - Relevant neighbouring Wards. If not available;
  - Relevant Local Municipality. If not available;
  - Relevant District Municipality. If not available;
  - Relevant Metro. If not available;
  - Relevant Province. If not available;
  - Relevant Neighbouring Province. And If not available;
  - Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the minimum thirty percent (30%) SMME participation based on the tender amount including VAT, will result in a two percent (2%) penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal**

**The Minimum Targeted Local Building Material Manufacturers CPG is applicable to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer in **Phumelela municipality, Warden, Free State** and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least two percent (2%) of the total value of materials purchased including VAT to be sourced from within 50km radius of the project site,
- (e) Material of at least eight percent (8%) of the total value of materials purchased including VAT to be sourced from within 250km radius of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

**The Minimum Targeted Local Building Material Suppliers CPG is *applicable* to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers in the **Phumelela municipality, Warden, Free State** and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least 2% of the total value of materials purchased including VAT to be sourced from within 50km of the project site,
- (e) Material of at least 8% of the total value of materials purchased including VAT to be sourced from within 250km of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### **C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

**The Minimum Targeted Local Labour Skills Development CPG applicable to this project.**

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to 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 and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the Phumelela municipality, Warden, Free State. The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in a thirty percent (30%) penalty of the total labour cost based on labour rates per day of the number of working days not achieved, excluding VAT for noncompliance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### **C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal**



**The Minimum Targeted Enterprise Development CPG is applicable to this project.**

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract, is to promote enterprise development by providing for a minimum contract participation goal (CPG) of five percent (5%) of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **general building**.

Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

#### C3.6.5.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
  - Administrative and cost control systems
  - construction management systems and plans
  - planning, tendering and programming
  - business; technical; procurement skills
  - legal compliance
  - credit rating/history; financial loan capacity/history
  - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
  - perform needs analysis on the targeted enterprise to identify developmental goals
  - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
  - provide internal mentorship support to improve the targeted enterprise/s performance
  - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
  - submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.5.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

C3.6.5.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C3.6.5.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C3.6.5.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C3.6.5.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

#### C3.6.5.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

#### C3.6.5.10 Compliance requirements

##### **Non-compliance with the Best Practice Project Assessment Scheme**

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

#### 3.6.6 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is *applicable* to this project.**

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.6.6.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

*Table 2: Contracting skills development goals for different classes of engineering and construction works contracts*

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

**Table 3: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.*

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least (insert percentage number) from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) in the employment of the employer.
- The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- One of the objectives of the project is to train (Insert number) Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates

#### C3.6.6.2 Management

- The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.

- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

### C3.6.8 LABOUR-INTENSIVE WORKS

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of quantities will result in a thirty percent (30%) penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

#### Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

#### Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

### C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

#### 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

#### Hand excavateable material

Hand excavateable material is:

- a) **granular materials:**

- i) whose consistency when profiled may in terms of table 2 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 2 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 is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.  
2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls 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.

<b>Table 2: Consistency of materials when profiled</b>			
<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
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 30-40 mm; 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 10 mm; 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 a 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.

**Trench excavation**

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

**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% Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that 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.

#### **Excavation**

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

#### **Clearing and grubbing**

Grass and bushes shall be cleared by hand.

#### **Shaping**

All shaping shall be undertaken by hand.

#### **Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

#### **Haul**

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

#### **Offloading**

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

#### **Spreading**

All material shall be spread by hand.

#### **Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

#### **Grassing**

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

#### **Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to 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.

#### **Manufactured Elements**

Elements manufactured or supplied 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. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

### **C3.7 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal & External Use

up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

### **C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)**

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

**OCCUPATIONAL HEALTH AND SAFETY  
SPECIFICATION**



DEPARTMENT OF PUBLIC WORKS

## **OCCUPATIONAL HEALTH AND SAFETY**

# **HEALTH & SAFETY SPECIFICATIONS**

**FOR**

**PROJECTS AND MAINTENANCE  
(WARDEN SAPS: REPAIR AND MAINTENANCE TO  
ELECTRICAL; STRUCTURAL AND CIVIL ELEMENTS TO THE  
STATION AND DETECTIVE OFFICE)**

**MANAGED ON BEHALF OF**

**THE NATIONAL DEPARTMENT OF  
PUBLIC WORKS**

**PUBLIC WORKS:**

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**NB**

The Health and Safety File compiled by the Principal Contractor shall only comprise of relevant Requirement for compliance based on the Scope of Works and page 16-28 of this document/specification.

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## 1. PREAMBLE

\*In terms of Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

\*The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is suggested that the entire scope of the Labor legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this argument is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. It is reiterated that environmental management can not be disregarded.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and may change even on a daily basis. Therefore, due caution is to be taken when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to determine any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations.

\*Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains.



## **\*2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

The Health and Safety Specifications pertaining to the project; Phase 1 and Phase 2 etc. etc.), cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

## **3. PURPOSE**

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

It must be ensured that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

The **Occupational Health and Safety Act (Sixth Revised Edition: 16.2 August 2016), 1993 (Act 85 of 1993)** in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act read with the **Amended Construction Regulation 2014**

## **4. DEFINITIONS**

**"Purpose of the Act" –NB: This information below shall be read with the new Construction Regulations 2017(Sixth Revised Edition: 16.2 August 2016), 1993 (Act 85 of 1993)**

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**"Agent"** –Means any person who acts as a representative for a client;

**"Client"** –Means any person for whom construction work is performed;

**"Construction Work"** is defined as 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;

**“Contractor”** –means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Health and Safety File”** –means a file, or other record in permanent form, containing the information required a contemplated in the 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;

**“Method Statement”** –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“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;

**“Risk Assessment”** –means a program 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.

## **\*5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **5.1 Structure and Organization of OH&S Responsibilities**

#### **5.1.1. Overall Supervision and Responsibility for OH&S**

- \* The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan.
- \* The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose.
- \* All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- \* The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- \* All Health and Safety Representatives (SHE-Reps) as per Section 18 of the Act.

### 5.1.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are necessary to ensure compliance to the Act, Regulations and Safety Standards.

**Required appointments as per the Construction Regulations:-**

Item	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10.	10 (a)	Formwork & support work supervisor	Contractor
11.	10(e) + (f)	Formwork & support work examiner	Contractor
12.	11(1)	Excavation supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional engineer or technologist	Contractor
14.	11(3)(k)	Explosives expert	Contractor
15.	12(1)	Supervisor demolition work	Contractor
16.	12(2) + (3)	Demolition expert	Contractor
17.	12(11)	Explosives expert	Contractor
18.	14(2)	Scaffold supervisor	Contractor
19.	15(1)	Suspended platform supervisor	Contractor
20.	15(2)(c)	Compliance plan developer	Contractor
21.	15(8)(c)	Suspended platform expert	Contractor
22.	15(13)	Outrigger expert	Contractor
23.	17(8)(a)	Material hoist inspector	Contractor
24.	18(1)	Batch plant supervisor	Contractor
25.	18(7)	Batch plant operator	Contractor
26.	19(2)(b)	Power tool expert	Contractor
27.	19.2 (g) (i)	Power tool controller	Contractor
28.	20(f)	Tower crane operator	Contractor
29.	21(1)(d)(i)	Construction vehicle and mobile plant operator	Contractor
30.	21(1)(j)	Construction vehicle and mobile plant inspector	Contractor
31.	22(d)	Temporary electrical installations inspector	Contractor
32.	22 (e)	Temporary electrical installations controller	Contractor
33.	26 (a)	Stacking and storage supervisor	Contractor
34.	27 (h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under the Chapter "Preamble" above. (Page 4)

## 5.2 Communication & Liaison

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties will be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## **6. INTERPRETATION**

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favor of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

## **7. RESPONSIBILITIES**

### **7.1 Client**

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or

- Act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## **7.2 Principal Contractor**

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labor of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented Health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to Perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is Presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

**7.3 Contractor** (Responsibilities of ..... in terms of this contract and health and safety specification)

As per 7.2 above as and where applicable or as indicated in the letter of appointment.

## **8. SCOPE OF WORK**

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents (**Building Work Specifications**), this amongst all includes for example: (elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

## 8.1 BUILDING WORK:

### **NB**

The scope of shall be red with the Tender Document or bill of Quantities (Part C3: Scope of Works).

### **SCOPE:**

#### **EXISTING SINGLE-STOREY BUILDINGS:**

1. Popper notice shall be given to all persons in and around the building where construction work shall be executed. The building shall occupy during the construction period.
2. Notification to the provincial director must be given.
3. The contractor and sub-contractors must be registered and in good standing with the compensation fund at all time.
4. The contractor shall appoint a full-time competent employee in writing as the construction supervisor.
5. Work shall be executed at a height greater than 3 meters.
6. Excavation work exceeding 1 meter and more.
7. All site work; the contractor must take care of proper sun-protection for all his workmen, woman.
8. No work, contractor or sub-contractor shall be allowed to work in in-climate weather.
9. No danger tape shall be used on the construction site. All work areas shall proper be brigade.
10. Special care must be taken of;-  
Contractors using scaffolding shall ensure that such scaffolding, when used, complies with the safety standards are carried out under the supervision of a competent person who has been appointed in writing.

## 8.2 ELECTRICAL WORK:

#### **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.1953 of August 1988, respectively, as amended.

1. *Work shall be medium and low voltage electrical work. The contractor shall given proof of his high and low voltage registration.*

[Notes to the Client, Designer, Project Manager, Architect, and Agent:

add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes is brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

**N.B** The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. Construction Regulation 5(3)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

**THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.**

## **9. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

### **IMPORTANT:**

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

## **10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 3. to this document: "Measuring Injury Experience") and report on this to the Client and/or its Agent on its behalf on a monthly basis.

## **11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

## **12. ARRANGEMENTS FOR MONITORING AND REVIEW**

### **12.1 Monthly Audit by Client and/or its Agent on its behalf**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

### **12.2 Other audits and inspections by client and/or its agent on its behalf.**

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of

the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

### **12.3 Reports**

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* machinery ran out of control,

to the Provincial Director of the Department of Labour (DoL) within seven days and at the same time to the Client and/or its Agent on its behalf.

(Section 24 of the Act & General Administrative Regulation 8.)

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

### **12.4 Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

### **12.5 Site Rules and other Restrictions**

#### **12.5.1 Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

#### **12.5.2 Security Arrangements**



The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programmed for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

## **12.6 Training**

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

### **12.6.1 General Induction Training**

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

### **12.6.2 Site Specific Induction Training**

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction training.

### **12.6.3 Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in Possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 12.6.1. & 12.6.2.
- \* Operation of Cranes (Driven Machinery Regulations 18 (11)
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)
- \* As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

## **12.7 Accident and Incident Investigation**

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

## **12.8 H&S Representatives (SHE-Reps) and H&S Committees**

### **12.8.1 Designation of H&S Representatives ('SHE – Reps')**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

### **12.8.2 Duties and Functions of the H&S Representatives**

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

### **12.8.3 Establishment of H&S Committee(s)**

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

#### **Agenda:**

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
  - a. H&S Rep. Inspections
  - b. Matters of First Aid
  - c. Scaffolding

- d. Ladders
- e. Excavations
- f. Portable Electric Equipment
- g. Fire Equipment
- h. Explosive Power Tools
- i. Power Hand tools
- j. Incident! Report Investigation
- k. Pressure Vessels
- l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

### **13. PROJECT/SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- \* **Clearing & Grubbing of the Area/Site**
- \* **Site Establishment including:**
  - o Office/s
  - o Secure/Safe Storage and storage areas for materials, plant & equipment
  - o Ablution facilities
  - o Sheltered dining area
  - o Vehicle access to the site
- \* **Dealing with existing Structures.**
- \* **Location of existing Services**
- \* **Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment**
- \* **Adjacent Land uses/Surrounding property exposures**
- \* **Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)**
- \* **Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.**
- \* **Exposure to Noise**
- \* **Exposure to Vibration**
- \* **Protection against dehydration and heat exhaustion**
- \* **Protection from wet & cold conditions**
- \* **Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf**
- \* **Use of Portable Electrical Equipment including:**
  - o Angle grinder
  - o Electrical Drilling machine
  - o Skill saw
- \* **Excavations including:**
  - o Ground/soil conditions
  - o Trenching
  - o Shoring
  - o Drainage
  - o Daily inspections
- \* **Welding including:**
  - o Arc Welding

- Gas welding
  - Flame Cutting
  - Use of LP Gas torches and appliances
- \* Loading & Offloading of Trucks
- \* Aggregate/Sand and other Materials Delivery
- \* Manual and Mechanical Handling
- \* Lifting and Lowering Operations
- \* Driving & Operation of Construction Vehicles and Mobile Plant including:
  - Trenching machine
  - Excavator
  - Bomag Roller
  - Plate Compactor
  - Front End Loader
  - Mobile Cranes and the ancillary lifting tackle
  - Parking of Vehicles & Mobile Plant
  - Towing of Vehicles & Mobile Plant
- \* Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Layering and Bedding of trench floor
- \* Installation of Pipes in trenches
- \* Backfilling of Trenches
- \* Protection against Flooding
- \* Gabion work
- \* Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Protection from Overhead Power Lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.**

- 1. Administrative & Legal Requirements**
- 2. Education, Training & Promotion**
- 3. Public Safety & Emergency Preparedness**
- 4. Personal Protective Equipment**
- 5. Housekeeping**
- 6. Scaffolding, Formwork & Support work**
- 7. Ladders**
- 8. Electrical Safeguarding**
- 9. Emergency/Fire Prevention & Protection**
- 10. Excavations & Demolition**
- 11. Tools**
- 12. Cranes**
- 13. Personnel & Material Hoists**
- 14. Transport & Materials Handling**
- 15. Site Plant & Machinery**
- 16. Plant & Storage Yards/Site Workshops Specifics**
- 17. Health & Hygiene**

#### **14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE**

##### **14.1 Administrative & Legal Requirements**

<b>OHS Act Section/ Regulation</b>	<b>Subject</b>	<b>Requirements</b>
Construction. Regulation 3	<b>Notice of carrying out Construction work</b>	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	<b>*Copy of OH&amp;S Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	<b>*Registration with Compens. Insurer</b>	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	<b>H&amp;S Specification &amp; Programmed</b>	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	<b>*Hazard Identification &amp; Risk Assessment</b>	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	<b>*Assigned duties (Managers)</b>	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	<b>Designation of Assistant for above</b>	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	<b>*Designation of Health &amp; Safety Representatives</b>	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports auctioned by Management.
Section 19 & 20 General Administrative Regulations 5	<b>*Health &amp; Safety Committee/s</b>	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	<b>*Agreement with Man dataries/ (Sub-)Contractors</b>	Written agreement with (Sub-)Contractors List of (Sub-)Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect. 38, 39 & 41	<b>*Reporting of Incidents (Dept. of Labour)</b>	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	<b>*Investigation and Recording of Incidents</b>	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 8	<b>Fall Prevention &amp; Protection</b>	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site

		<p>Risk Assessment carried out for work at heights</p> <p>Fall Protection Plan drawn up/updated</p> <p>Available on Site</p>
Construction. Regulation 8(5)	<b>Roof work</b>	<p>Competent person appointed to plan &amp; supervise Roof work.</p> <p>Proof of appointees competence available on Site</p> <p>Risk Assessment carried out</p> <p>Roof work Plan drawn up/updated</p> <p>Roof work inspect before each shift. Inspection register kept</p> <p>Employees medically examined for physical &amp; psychological fitness.</p> <p>Written proof on site</p>
Construction. Regulation 9	<b>Structures</b>	<p>Information re. the structure being erected received from the Designer including:</p> <ul style="list-style-type: none"> <li>- geo-science technical report where relevant</li> <li>- the design loading of the structure</li> <li>- the methods &amp; sequence of construction</li> <li>- anticipated dangers/hazards/special measures to construct safely</li> </ul> <p>Risk Assessment carried out</p> <p>Method statement drawn up</p> <p>All above available on Site</p> <p>Structures inspected before each shift. Inspections register kept</p>
Construction. Regulation 10	<b>Formwork &amp; Support work</b>	<p>Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support &amp; Formwork</p> <p>Design drawings available on site</p> <p>Risk Assessment carried out</p> <p>Support &amp; Formwork inspected:</p> <ul style="list-style-type: none"> <li>- before use/inspection</li> <li>- before pouring of concrete</li> <li>- weekly whilst in place</li> <li>- before stripping/dismantling.</li> <li>- Inspection register kept</li> </ul>
Construction. Regulation 14	<b>Scaffolding</b>	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>- erect scaffolding (Scaffold Erector/s)</li> <li>- act as Scaffold Team Leaders</li> <li>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)</li> </ul> <p>Written Proof of Competence of above appointees available on Site</p> <p>Copy of SABS 085 available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction. Regulation 11	<b>Excavations</b>	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> <p>Method statement developed where explosives will be/ are used</p>
Construction. Regulation 19	<b>Explosive Powered Tools</b>	<p>Competent person appointed to control the issue of the Explosive Powered Tools &amp; cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use <b>Work areas are demarcated!</b></p>

Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	<b>*Inspection &amp; Maintenance of Electrical Installation &amp; Equipment (including portable electrical tools)</b>	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 26/ General Safety Regulation 8(1)(a)	<b>*Designation of Stacking &amp; Storage Supervisor.</b>	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 27/ Environmental Regulation 9	<b>*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <b>register</b> . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	<b>*First Aid</b>	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	<b>Personal Safety Equipment (PSE)</b>	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	<b>*Inspection &amp; Use of Welding/Flame Cutting Equipment</b>	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23	<b>Control of Storage &amp; Usage of HCS and Flammables</b>	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b> (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty

		containers
Vessels under Pressure Regulations	<b>Vessels under Pressure (VUP)</b>	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair
General Safety Regulation 13A	<b>Inspection of Ladders</b>	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly thereafter. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	<b>Ramps</b>	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

#### 14.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.

#### 14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry". Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b>
Site	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.



Safeguarding Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. (See Section 1 for Designation & Register)

#### 14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack/ Kango Hammers</li> <li>* Angle / Bench Grinders</li> <li>* Electric Drills (Overhead work into concrete / cement / bricks)</li> <li>* Explosive Powered tools</li> <li>* Concrete Vibrators / Pokers</li> <li>* Hammers &amp; Chisels</li> <li>* Cutting / Welding Torches</li> <li>* Cutting Tools and Equipment</li> <li>* Guillotines and Benders</li> <li>* Shears</li> <li>* Sanders and Sanding Machines</li> <li>* CO2 and Arc Welding Equipment</li> <li>* Skill / Bench Saws</li> <li>* Spray Painting Equipment etc.</li> </ul>
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack / Kango Hammers</li> <li>* Explosive Powered Tools</li> <li>* Wood/Aluminium Working Machines e.g. saws, planers, routers</li> </ul>
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> <li>* Cement / Bricks / Steel / Chemicals</li> <li>* Welding Equipment</li> <li>* Hammers &amp; Chisels</li> <li>* Jack / Kango Hammers etc.</li> </ul>
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> <li>* Dry cement</li> <li>* Dusty areas</li> <li>* Hazardous chemicals</li> <li>* Angle Grinders</li> <li>* Spray Painting etc.</li> </ul>

*Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing ( Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

#### 14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage  (See Section 1 for Designation & Register)	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only.  <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

#### 14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

#### 14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085
Free Standing Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085
*Mobile Scaffolding	Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085
Formwork / Support Work	All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.
Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off.

#### 14.8 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

**14.9 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations"- see attached document)**

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p><b>Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector.</b></p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine &amp; plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>

**14.10 Emergency and Fire Prevention and Protection**

Subject	Requirement
*Fire Extinguishing Equipment	<p>Fire Risks Identified and on record</p> <p><u>The correct and adequate Fire Extinguishing Equipment available for:</u></p> <ul style="list-style-type: none"> <li>* Offices</li> <li>* General Stores</li> <li>* Flammable Store</li> <li>* Fuel Storage Tank/s and catchment well</li> <li>* Gas Welding / Cutting operations</li> <li>* Where flammable substances are being used / applied.</li> <li>* Equipment Easily Accessible</li> </ul>
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> <li>* Clearly visible</li> <li>* Unobstructed</li> <li>* Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)</li> </ul>
* Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <p>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day's usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and</p>

	<p>ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock &amp; key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>

#### 14.11 Excavations

Subject	Requirement
Excavations deeper than 1m.	<p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p>

#### 14.12 Tools

Subject	Requirement
*Hand Tools	<p><u>Shovels / Spades / Picks:</u></p> <ul style="list-style-type: none"> <li>* Handles free from cracks and splinters</li> <li>* Handles fit securely</li> <li>* Working end sharp and true</li> </ul> <p><u>Hammers:</u></p> <ul style="list-style-type: none"> <li>* Good quality handles, no pipe or reinforcing steel handles.</li> <li>* Handles free from cracks and splinters</li> <li>Handles fit securely</li> </ul> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> <li>* No mushroomed heads / heads chamfered</li> <li>* Not hardened</li> <li>* Cutting edge sharp and square</li> </ul> <p><u>Saws:</u></p> <ul style="list-style-type: none"> <li>* Teeth sharp and set correctly</li> <li>* Correct saw used for the job</li> </ul>
*Explosive Powered Tools.	<p>Only used by trained / authorised personnel.</p> <p>Prescribed warning signs placed / displayed where tool is in use.</p> <p>Work area must be properly isolated/demarcated during use of tool.</p> <p>Inspected at least monthly by competent person and results recorded.</p> <p>Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</p> <p>Cleaned daily after use.</p>

#### 14.13 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	<p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p>

	No unauthorised persons allowed to drive / operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

#### 14.14 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
*Compressors	Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Batch Plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators overseer identified and crane signals displayed and used.
*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits.

#### 14.15 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1) General Machinery Regulation 2(1): <b>Supervision of the Use &amp; Maintenance of Machinery</b>	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): <b>Notices re. Operation of</b>	Schedule D Notice posted in Work areas

<b>Machinery</b>	
Vessels under Pressure Regulation 13(1)(b): <b>Supervision of the Use &amp; Maintenance of Vessels under Pressure (VuP)</b>	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's VuP's identified/numbered/placed on register/Manufacturers plate intact Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded/Test certificates available
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely - grinder generally in good condition - no excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Toolrest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

#### 14.16 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.

*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

#### **15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

The Principal Contractor shall at all times maintain his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

#### **16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES**

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- Regulation No. 1 - Definitions
- Regulation No. 2 - Scope of application
- Regulation No. 3 - Notification of construction work
- Regulation No. 5 - Principal Contractor and Contractor
- Regulation No. 6 - Supervision of construction work
- Regulation No. 7 - Risk Assessment
- Regulation No. 26 - Stacking & Storage on construction sites
- Regulation No. 28 - Construction welfare facilities
- Regulation No. 29 - Approved Inspection authorities
- Regulation No. 30 - Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

#### **17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES**

The following activities are identifiable as hazardous in terms of the Construction Regulations.



The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

Regulation No. 8	- Fall protection
Regulation No. 9	- Structures
Regulation No. 10	- Formwork and support work
Regulation No. 11	- Excavation work
Regulation No. 12	- Demolition work
Regulation No. 13	- Tunneling
Regulation No. 14	- Scaffolding
Regulation No. 15	- Suspended platforms
Regulation No. 16	- Boatswain's chairs
Regulation No. 17	- Material hoists
Regulation No. 18	- Batch plants
Regulation No. 19	- Explosive powered tools
Regulation No. 20	- Cranes
Regulation No. 21	- Construction vehicles & mobile plant.
Regulation No. 22	- Electrical installations and machinery on construction sites
Regulation No. 23	- Use and temporary storage of flammable liquids on construction sites
Regulation No. 24	- Water environments
Regulation No. 25	- Housekeeping on construction sites
Regulation No. 27	- Fire precautions on construction sites.

All these will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

## **18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR**

### **Legal Framework**

#### **Part of legal obligations**

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) The Regulations of Local Gas Board(s)
- (viii) Legislation pertaining to water usage and the environment
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)

## 19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting.

## 20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

## 21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (Attached GAR 9)

## 22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods longer than one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e). The Principal Contractor should note

that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

### 23. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- 1 List of appointments
- 2 List of record keeping responsibilities
- 3 Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

#### 1. LIST OF APPOINTMENTS

ITEM	REGULATION	APPOINTMENT	RESPONSIBLE PERSON
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Health and Safety Officer	Contractor
7.	7(1)	Person to Carry Out Risk Assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall Protection Planner	Contractor
10.	10 (a)	Formwork & Support Work Supervisor	Contractor
11.	10(e) + (f)	Formwork & Support Work Examiner	Contractor
12.	11(1)	Excavation Supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional Engineer or Technologist	Contractor
14.	11(3)(k)	Explosives Expert	Contractor
15.	12(1)	Supervisor Demolition Work	Contractor
16.	12(2) + (3)	Demolition Expert	Contractor
17.	12(11)	Explosives Expert	Contractor
18.	14(2)	Scaffold Supervisor	Contractor
19.	15(1)	Suspended Platform Supervisor	Contractor
20.	15(2)(c)	Compliance Plan Developer	Contractor
26.	19(2)(b)	Power Tool Expert	Contractor
27.	19.2 (g) (i)	Power Tool Controller	Contractor
31.	22(d)	Temporary Electrical Installations Inspector	Contractor
32.	22 (e)	Temporary Electrical Installations Controller	Contractor
33.	26 (a)	Stacking and Storage Supervisor	Contractor
34.	27 (h)	Fire Equipment Inspector	Contractor

#### 2. LIST OF RECORD KEEPING RESPONSIBILITIES

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHSA & Regulations	Every Contractor

		Available on request	
5.	5(8)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan	Contractor
8.	7(2)	Risk Assessment - Available on site for inspection	Contractor
9.	7 (9)	Proof of Health and Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6(1)] has latest updated version of Fall Protection Plan [CR 8(1)]	Contractor
11.	9(2)(b)	Inform contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
14.	9(5)	Maintenance records - safety of structure - Available on request	Owner of Structure
15.	10(d)	Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection - On site available on request	Contractor
17.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
18.	17(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
19.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
20.	27(f)	Fire Evacuation Plan	Contractor

### 3. INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	

Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR14: SCAFFOLDING:	
CR15: SUSPENDED SCAFFOLDING:	
CR17(6): MATERIAL HOIST (S):	
CR18(1): BATCH PLANT:	
CR8(1)(a): FALL PROTECTION:	
CR11(1)(1): EXCAVATION WORK:	
CR12: DEMOLITION WORK:	
CR19(2)(b): EXPLOSIVE POWER TOOLS	
CR26(a): STACKING	

INSPECTION				
SECTION/REGS	ITEM CHECKED	N/A	YES	NO
	<b>APPOINTMENTS</b>			
CR6(1)	Supervisor:			
CR6(2)	Assistant Supervisor:			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 12(1)	Demolition Director			
	<b>DOCUMENTS</b>			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Notification of Construction Work			
CR 7(2)	Risk Assessment			
CR 7(9)(e)	Proof of the Health & Safety Induction Training			
CR 11(13)(h)	Inspection of Excavation (Records)			
CR 20(g)	Crane Operator Medical Certificate			
CR 21(11)	Mobile Plant Operator Medical Certificate			

CR 18(9)	Batch Plant Repairs & Maintenance Records			
CR22(d)	Temporary Electrical Installation Record			
CR 5(7)	Health & Safety File			
CR 15(11)	Suspended Platforms' Performance Records			
CR 17(b)& (c )	Material Hoists Record Book			
IMPROV NOTICE	Scaffolding Log Book			
CR 21(1)(d)(ii)	Medical Certificate of Fitness			
CR 21(1)(l)	Construction Vehicle & Mobile Plant Register			
CR 22(d)	Electrical Installation & Machinery Register			
	<b>INCIDENTS</b>			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			
	<b>PUBLIC SITE</b>			
FR 2(1)	Sanitary Facilities			
CR 28(1) (c)	Changing Facilities for each sex			
CR 25(d)	Perimeter fence & no admittance			
CR 25(e)	Overhead protection netting/falling objects			
NB Notice	Pedestrian warning			
	<b>PERSONAL SAFETY EQUIPMENT</b>			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	<b>SAFETY PLANS</b>			
	<b>FIRST AID</b>			
GSR 3(6)	Name(s) of First Aider (s):			
CR 4(1)(3)	Client's Health & Safety Specification			
CR5	Principal's contractor H&S Plan			
	<b>FIRE HAZARD &amp; PRECAUTIONS</b>			
GSR 4	Flammables used, waste, hot work, diesel			
ER 9(1)	Portable Extinguishers			
	<b>ELECTRICAL INSTALLATIONS &amp; MACHINERY</b>			
CR22	Guarding & PPE to Electrical Installations			
	<b>ILLUMINATION</b>			
ER 3(6)	Dangerous Places			
	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			
	<b>EXCAVATIONS</b>			
CR 11(3)(l)	Barricades			
CR 11(3)(c)	Safe Depth Shoring/Bracing			

CR 11(1)(a)	Monitored			
CR 11(3)(h)	Excavation Inspection Record			
	<b>GUARDING</b>			
ER 6(2)(f)	Floor Openings			
	Floor slab sides, Shafts			
	<b>SITE EQUIPMENT</b>			
GSR 13A(a)	Ladders condition, secured			
IMPROV	Scaffold condition, secured			
	Platforms no. of boards condition Support 1.25. Toe Boards			
IMPROV	Hand Rails			
	<b>SITE MACHINES</b>			
DMR 3(2)(3)	Circulars, guards, riving knives			
DMR 2(a)	Mixers guarded			
	<b>ELECTRIC POWER</b>			
EMR 6(1)	Supply Board, condition E.L Relay Test			
GMR 3(1)	Condition of Tools, Leads, Plugs, etc			
	<b>LIFTING MACHINE/TACKLE</b>			
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
	<b>EXPLOSIVE POWERED TOOLS</b>			
CR 19(1)	Safe Use and Storage			
IMPROV	Warning Notice			
	<b>ROOF WORK</b>			
CR 8(1)	Safety equipment & precautions			
CR 8(2)	Fall protection plan			
CR 8(3)	Updated fall protection plan			
	<b>ASBESTOS CEMENT</b>			
AR 10(a)	Suitable Tools			

**WARNING:** Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material be undertaken unless the work is entrusted and mandated to a "REGISTERED ASBESTOS CONTRACTOR" in terms of the Asbestos Regulations. [CR 12(9)] (pls. contact the Regional Manager's Office)

**24. HEALTH AND SAFETY FILE COMPILATION AND CONTENT**  
(Document attached)

**25. SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS** (Document attached)

**NOTE:**

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

*" I hereby certify that I have taken cognisance of the content of the document titled '**SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS**' and have included the relevant elements of the document applicable to the above project in my Health and Safety Plan and shall ensure adherence to the requirements thereof."*

The contents of CR 5 is pivotal when mandatory appointments are contemplated.

**26. GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS**  
(Document attached)

**27. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)**



# **ATTACHMENTS**

**14. HEALTH AND SAFETY FILE COMPILATION AND  
CONTENT**

**15. SAFETY AND SWITCHING PROCEDURES FOR  
ELECTRICAL INSTALLATIONS**

**16. GUIDE TO THE GENERAL ADMINISTRATIVE  
REGULATIONS**

**17. IMPORTANT CONTACT DETAILS - HEALTH &  
SAFETY ONLY**

# **"HEALTH AND SAFETY FILE"**

**FOR**

**PROJECTS AND MAINTENANCE  
(ELECTRICAL)**

**MANAGED ON BEHALF OF**

**THE NATIONAL DEPARTMENT OF  
PUBLIC WORKS**

This document serves as a guide to Principle Contractors and Contractors (and their agents) to assist them in complying with the requirements of the Act and more specifically the Construction Regulations and to ensure a most comprehensive Health and Safety File. Kindly note the following extractions from the Construction Regulations:

*"Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principle contractor upon request. [CR 5(7)]"*

*A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7) [above], include a record of all drawings, designs, materials used and other similar information concerning the completed structure. [CR 5(8)]*

*A Principal Contractor shall ensure that in addition to the documentation required in the health and safety file as determined in the two sub regulations above, a comprehensive and updated list of all the contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available. [CR 5(9)]"*

▢      ▢      ▢

The information, documentation and lists required to be included in the Health and Safety File as contemplated in the Construction Regulations [CR 5(7)], shall be suitably and sufficiently documented in terms of the following items listed below to ensure compliance with the Act as far as is reasonably practicable.

**Note:** In the event that any of the items listed below may not have reference to the planning, implementation and completion of the work to be done pertaining to the project on the construction site, it must clearly be indicated as such with a proper statement e.g. 'Not Applicable'. All other relevant references or items below shall relate to the information required as contemplated in the Act and Regulations.

**IMPORTANT - This Health and Safety File shall be regarded as the property of the Client as it has to be consolidated and handed over to the Client upon completion of the project. The Principal Contractor shall ensure that this file is adequately protected against any form of damage, abuse or fraud.**

**Registers as follows:**

- \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- \* H&S Representatives ('SHE - Reps') Inspection Register
- \* Arc & Gas Welding & Flame Cutting Equipment Inspections
- \* Inspection of Cranes
- \* Inspection of Ladders
- \* Inspection of Vessels under Pressure plus all other excluded under VUP regulations
- \* Fire fighting equipment

The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 12.8.3

**Documents as follows:**

Copy of OH&S Act (updated) (General Administrative Regulation 4.)  
Proof of Registration and good standing with a COID Insurer (Construction Regulation 4(1)(g))  
Appointments – in terms of the Construction Regulations \* [See references Page 4]  
Notification of Construction Work – Annexure 1 [CR 3]  
H&S Specifications [CR 4]  
H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]  
Proof of Periodic Audits [CR 4, 5 & 6]  
List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]  
Contractor Agreements [CR 5(9)]  
Type of work done on site [CR 5(9)]



- [CR 17(8)(a)]
- [CR 18(1) + (7)]
- [CR 19(2)(b) + (2)(g)(i)]
- [CR 20(f)]
- [CR 21(1)(d)(i) + (1)(j)]
- [CR 22(d) + (e)]
- [CR 26(a)]
- [CR 27(h)]
- CONSTRUCTION SAFETY OFFICER - [CR 6(6)]
- DESIGNER - [CR 9(2)]

~ ~ ~

**IMPORTANT:**

A copy of the following certification in terms of the “**SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS**” (Document attached) signed by the prospective tenderer / contractor is to be included in the Health and Safety File:

*“ I hereby certify that I have taken cognizance of the content of the document titled ‘SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS’ and have included the relevant elements of the document applicable to the above project in my Health and Safety Plan and shall ensure adherence and compliance to the requirements thereof.”*

# **NATIONAL DEPARTMENT OF PUBLIC WORKS**

## **SAFETY AND SWITCHING PROCEDURES**

**FOR**

**ELECTRICAL INSTALLATIONS**

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### **1 REGULATIONS AND DEFINITION OF COMPETENT PERSON:**

#### **1.1 REGULATIONS:**

All persons who carry out or arrange for work of any description for the Department in connection with electrical apparatus shall make themselves acquainted with the Occupational Health and Safety Act (Act 85 1993) with particular reference to the Electrical Machinery Regulations, Regulations 1 to 23 inclusive.

Access to the above Act and its Regulations can be arranged with the Regional Manager.



## 1.2 DEFINITION OF COMPETENT PERSON:

“competent person” in relation to machinery, means any person who—

- (a) has served an apprenticeship in an engineering trade which included the operation and maintenance of machinery, or has had at least five years’ practical experience in the operation and maintenance of machinery, and who during or subsequent to such apprenticeship or period of practical experience, as the case may be, has had not less than one year’s experience in the operation and maintenance appropriate to the class of machinery he is required to supervise;
- (b) has obtained an engineering diploma in either the mechanical or electro technical (heavy current) fields with an academic qualification of at least T3 or N5, or of an equivalent level, and who subsequent to achieving such qualification has had not less than two years’ practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise;
- (c) is a graduate engineer and has had not less than two years’ post-graduate practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise and who has passed the examination on the Act and the regulations made there-under, held by the Commission of Examiners in terms of regulations E5 (2) of the regulations published under Government Notice R.929 of 28 June 1963; or
- (d) is a certificated engineer;

## 2 SAFETY EQUIPMENT

The following equipment required for working on electrical installations and distribution systems, must be maintained in good order and repair and must be made available:-

Safety belt, overalls, hard hat, safety shoes or boots, rubber gloves, "Men Working" notice boards, locks for locking off switches, buss bar shutters in truck-type switchgear, isolators or earthing links, rubber sheet and length of rope with short circuiting earthing-chains, earthing sticks and testing/phasing sticks rated for the voltage of the equipment to be tested.

Under no circumstances shall work be carried out on electrical apparatus unless the proper safety equipment is used

With regard to overhead line men, no work shall be carried out unless use is made of a non-metallic ladder and the appropriate safety belt, rubber gloves, overalls, hardhat and safety shoes or boots are worn. The buddy system must also be implemented.

## 3 DEFINITION OF OPERATING TERMS

### 3.1 Alive or live

This means electrically connected to the power system and/or electrically charged.

Consider an isolated overhead line that is not earthed. An overhead line can be electrically connected to the system in the following ways:

- (a) By means of a metallic conductor such as links and breakers or switches. This is the normal way of transmitting electrical energy.
- (b) Electromagnetic induction or transformer action from a nearby current carrying line will induce a dangerous voltage in the isolated lines and are a hazard to all personnel that must work on or with the line.
- (c) Electrostatic induction or condenser action from a nearby live line will induce a dangerous voltage in any isolated, but not earthed, overhead line. Electrically charged means at a potential difference or voltage above zero

### 3.2 Dead

This means that any apparatus so described is isolated from the power system. Rotating plant shall not be regarded as dead until it is stationary or is being slowly rotated by means of barring gear and is not excited.

The Occupational Health and Safety Act defines dead as: "dead" means at or about zero potential and isolated from any live system. Disconnected has the same meaning as isolated. An overhead line disconnected from all sources of supply but not earthed, cannot be regarded as dead because:

- (a) It can retain a static charge.
- (b) It can acquire a static charge due to atmospheric conditions.
- (c) It can accidentally be made alive.
- (d) Nearby lines continually induce voltage in them.

The regulations recognise only the following devices as disconnects or isolators:-

- (a) Links.
- (b) Fuses.
- (c) Truck type switchgear.

### 3.3 Earthing

This means the connecting of apparatus electrically to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy. This is done through an earth bar or spike by means of a good metallic conductor.

To fully appreciate this definition we must refer to the Electrical Machinery Regulations, Regulation 3 of the Occupational Health and Safety Act which states:

"Work on Disconnected Electrical Machinery. —Without derogating from any specific duty imposed on employers or users of machinery by the Act, the employer or user shall, whenever work is to be carried out on any electrical machinery which has been disconnected from all sources of electrical energy but which is liable to acquire or to retain an electrical charge, as far as is practicable, cause precautions to be taken by earthing or other means to discharge the electrical energy to earth from such electrical machinery or any adjacent electrical machinery if there is danger if there is danger there from before it is handled and to prevent any electrical machinery from being charged or made live while persons are working thereon."

Electrical apparatus and in particular overhead lines may become charged due to:-

- (a) Direct lightning strokes.
- (b) Electro magnetically induced currents due to a lightning stroke in the immediate vicinity of the line.
- (c) Electro statically induced charges on the lines due to the presence of thunderclouds.
- (d) Electrostatic charges imparted to the line by the friction of dust or snow blowing past the conductors.
- e) Electrostatic charges imparted to the line due to changes in line altitude"

These changes are responsible for tremendously high voltages between overhead lines and earth, in fact, sometimes high enough to cause a flash over on insulators. A spark may span several centimetres of air to a person's hand should he approach too closely to an isolated unearthed overhead line.

An overhead line or apparatus can be made alive by:

- (a) Unauthorised operating, i.e., closing the wrong links and breaker.
- (b) Faulty wiring on consumer's stand-by sets. (Back feed from consumer)
- (c) A broken overhead conductor from a different line falling onto the isolated line.
- (d) Synchronising plugs.

From the foregoing paragraphs it is clear that the purpose of earthing isolated lines and apparatus are:

- (a) To discharge them should there be a residual voltage or charge.
- (b) To prevent them acquiring a static charge.
- (c) To prevent danger to persons working on apparatus in the event of someone accidentally making it alive.
- (d) To dissipate induced voltages continuously and safely.

Earthing gear means the fixed or portable appliances used for earthing electrical apparatus. The dangers from inadequate or improper earth connections are:

- (a) Electrocution.
- (b) Burns from arcing.
- (c) Electric shock leading to falls.

Earthing may be done by the closing of earthing links, or by the attaching of fixed earthing devices or by the affixing of portable earthing straps. In each case the main idea is to ensure the safety of personnel.

In affixing portable earth straps, the connection to the earthbar or earthed metal or spike must be made first and in removing such earthing straps, the disconnecting from the earthbar or earthed metal or spike must be done last. Also, a link stick or an insulated stick should be used to connect the earth wires to the overhead lines or apparatus.

These requirements are most important because connecting the portable strap first to earth and then to the conductors by means of a link stick avoids the risk of a shock to the operator from static charges or induced voltages.

**REMEMBER:** *Always safety test before applying earths.*

### 3.4 Isolate

This means to disconnect from all Sources of electrical potential by means of opening of links or fuses or the withdrawal of truck-type circuit-breakers.

All sources of electrical potential mean all points or circuits from where the apparatus can be made alive. Links, fuses and truck-type switchgear can be regarded as isolators because:

- (a) They leave a visible air gap in a circuit when open, removed or withdrawn.
- (b) They contain no stored energy and will not close due to defects.
- (c) They can be locked in a physical condition and thus can only be operated by the person with the correct key.

Opening links and locking them in the open position; removing fuses and locking them away; withdrawing truck-type switchgear and locking the buss bar shutters are the only safe methods of isolating.

### 3.5 Circuit Breaker

This is a device designed to make or break electric current under normal and fault conditions. A breaker can make or break an electric current because it is designed to extinguish the arc very rapidly and effectively. It is also designed to withstand the tremendous forces under short circuit conditions. The arc-extinguishing medium for high-voltage breakers is normally air, oil or vacuum and should this medium be lost, the breaker becomes a link. Never use a breaker without an arc-extinguishing medium to interrupt current flow because the breaker will probably explode or it will sustain severe damage.

A fault condition is any condition that will cause an excessive amount of current flow. The normal fault conditions are:

- (a) Phase faults.
- (b) Earth faults.
- (c) Open circuit in one line of a three-phase system (Single-phasing).
- (d) Too low a voltage. (Motors will draw a large current or even stall).

- (e) Too high a voltage.
- (f) Overloading.

For the following reasons breakers cannot be regarded as isolators:

- (a) They leave no visible gap in a circuit.
- (b) They contain stored energy and can close on their own due to various defects.
- (c) It is normally not possible to lock them in an open position.
- (d) Oil circuit-breakers are subjected to carbon tracking which could cause a flash-over between contacts.

### 3.6 Link

This is a device for making or breaking a circuit when no load current is flowing.

Links differ from breakers and switches in the following respects:

- (a) They are not equipped with an arc extinguishing medium/device.
- (b) Their movement is very slow.

Should current be interrupted by means of links, an uncontrollable arc will be struck at the points where the contacts part.

The temperature of the arc is so high (+ 2 000°C) that it will simply melt the parting contacts. As the contacts move further apart, the arc will lengthen and burn everything away. Molten metal could splash onto the operator and cause severe injuries.

As the arc lengthens, considerable noise is generated and the light intensity is so severe that the operator could suffer from “welding flash” of the eyes.

When apparatus equipped with earthing links is required to be earthed at more than one place, the earthing links shall always be closed first and thereafter, any necessary portable earthing gear may be affixed to the apparatus.

In removing the earths in readiness for making the apparatus alive, all portable earthing gear shall first be removed and earthing links shall be opened last.

Closing the earthing links first ensures maximum safety to the operator. These links are easily operated, make good contact and the operating handles are at a safe distance from the contact points.

Locks and keys shall also be provided for links. The operating mechanism of all manually operated links shall be fitted with fastenings for locks. The operating mechanisms of each set of manually operated links shall normally be locked whether the links are in the open or in the closed position.

The locking of links provides a safeguard against their being opened or closed in error by other persons apart from the one with the correct key and a written instruction to operate.

### 3.7 Operating methods

This means switching, linking, safety testing and earthing. This definition also indicates the order of operating when making apparatus safe to work on.

- (a) Switching -
  - (i) Open breaker or switch to interrupt current flow safely, i.e. prevent arcs.
  - (ii) Close breaker or switch to start current flow - the only safe way.
- (b) Linking - open at least one set of links from where the apparatus can be made alive and lock the links in the open position. Always ensure that you are not going to start or interrupt current flow with the links by ensuring that the breaker or switch is open.
- (c) Safety test - test all three phases to ensure that the apparatus is disconnected from all sources of supply and that there is no back-feed from a consumer's standby set or other source.

(d) Apply earths - ensure safety of the workers by:-

- (i) Discharging the line or apparatus.
- (ii) Preventing the line from acquiring a static charge.
- (iii) Preventing the line or apparatus from being accidentally made alive.

Before applying portable earths, ensure that they are mechanically and electrically in good condition. There should be no broken strands, the clamps should be rigid and without defect and when applied properly, should make intimate contact with the conductors and earthbar or spike. The earthing cable tails should be as short as possible. The current carrying capacity of the portable earth is greatly reduced by broken strands. It will act as a fuse and increase the danger to workmen.

#### **4 GENERAL SAFETY PRECAUTIONS**

**No person shall carry out work of any description (including maintenance, repairs, cleaning and testing) on any part of electrical apparatus unless such parts of the apparatus are:**

- (a) dead;
- (b) disconnected, isolated and all practicable steps taken to lock off from live conductors;
- (c) efficiently connected to earth with the appropriate earthing sticks or gear designed for this purpose at all points of disconnection of supply;
- (d) screened where necessary to prevent danger, and caution and danger notices fixed;

and unless such person is fully conversant with the nature and extent of the work to be done.

It is the duty of the competent person in charge of the work to ensure that the foregoing provisions are complied with. He shall also ensure that when the work has been completed, the apparatus is safe to be made alive and that all earths and temporary danger notices have been removed.

Provided that cleaning and painting of earthed metal enclosures, connections or disconnections of circuits to or from live systems may be carried out in accordance with instructions issued by the competent person concerned.

Provided also that where the design of the apparatus precludes the strict compliance with all details of these precautions, the work shall be carried out to the instructions of the senior competent person present.

When any person receives instructions: regarding work on or the operation of high voltage apparatus he shall report any objection to the carrying out of such instructions to the competent person who shall have the matter investigated and, if necessary, referred to higher authority.

#### **5 ACCESS TO HIGH VOLTAGE ENCLOSURES AND APPARATUS**

Enclosures, chambers, cubicles or cells containing high voltage conductors shall be kept locked and shall not be opened except by a competent person.

#### **6 SWITCHING:**

- (a) No switching shall be carried out without the sanction of the appropriate competent person except for agreed routine switching or in cases of emergency.

All telephone instructions/messages relating to the switching operation shall be written down and be repeated in full to the sender to ensure that the message has been accurately received.

- (b) When a switch shows any sign of distress after operating, its condition shall be immediately reported to the appropriate competent person, and it shall be examined before further operation.
- (c) The examination of and necessary adjustments including inspection and/or changing of oil of any high voltage oil immersed circuit-breaker which has operated under fault conditions shall be carried out if possible before the circuit-breaker is re-closed, or at the earliest available opportunity thereafter.

## **7 WORK IN SUBSTATIONS AND SWITCHING STATIONS CONTAINING EXPOSED LIVE CONDUCTORS.**

### **7.1 Safety Clearances to Live Conductors:**

Unless the whole equipment is “dead”, the section which is made dead for work to be carried out shall be defined by the use of barriers or roping such that the minimum clearance from the nearest exposed conductor to ground level or platform or access way shall be:-

Rated Voltage	Clearance
Up to 11 kV	3.0 m.
From 11kV to 33kV	3.4 m

The area at ground level shall be only that in which the work is to be carried out.

### **7.2 Insufficient Clearances**

If the above clearances are not sufficient to avoid danger, other suitable arrangements shall be made to provide the requisite degree of safety.

### **7.3 Ladders and Other Long Objects**

Ladders and other long objects shall not be used without the permission of the senior authorised person in charge of the work and the movement and erection of such ladders shall be under his/her direct supervision at all times.

## **8 WORK ON METAL CLAD SWITCHGEAR SPOUTS:**

- (i) The section of bus bars on which work is to be carried out shall be made dead and isolated from all points of supply.
- (ii) The shutters of live spouts shall be locked closed.
- (iii) The busbars shall be earthed with approved earthing equipment if possible, at a panel other than that at which work is to be carried out. Temporary earths shall in any case be applied to all phases on the busbar at the point of work. These earths may then be removed one phase at a time for work to be carried out. Each phase earth shall be replaced before a second phase earth is removed.

For the earthing of metal clad switchgear, approved appliances only shall be used. The insertion of the hand or any other tool in contact spouts for this purpose is forbidden.

## **9 WORK ON TRANSFORMERS:**

When work is carried out on transformers, both the primary and secondary switches and isolators shall be opened. The transformer shall also be isolated from all common neutral earthing equipment from which it may become live. This does not require the disconnection of solidly earthed neutrals.

## **10 WORK ON CABLES, CONDUCTORS AND OVERHEAD LINES:**

### **10.1 Cables and Conductors**

- (a) No person shall touch the insulation, which covers or supports any high voltage conductor unless the conductor is dead and earthed.
- (b) Before carrying out work involving cutting into a high voltage cable, the responsible person shall satisfy himself that the cable has been made dead, isolated and earthed where practicable and identified. In all cases of doubt, the cable shall be spiked in an approved manner.

## TESTING PROCEDURES AND PRECAUTIONS FOR COMMISSIONING OF ELECTRICAL CABLES

The aim of this section is to create an awareness of the latest standards and testing procedures for the commissioning of new and the re-commissioning of repaired electrical cables.

Before commissioning or re-commissioning cables tests must be carried out to ensure the integrity of the cable/s and to ensure the safety of operating personnel.

### 1. Low voltage Cables

#### 1.1 Initial Tests

Carry out a meter test to ensure that the insulation resistance complies with the manufacture's and the relevant SABS requirements. For L.V. cables a 500V d.c. meter is adequate for this purpose.

#### 1.2 Voltage Tests

This covers extruded solid dielectric cables (covered by SABS 1507), voltage ranges are as indicated in Table 1

After installation the cable has to be tested to ensure the integrity of the cable and the quality of the work. A.C. testing of solid dielectric cables is preferred. Very low frequency high voltage sinusoidal electrical testing methods are recommended to avoid the use of cumbersome large testing equipment.

**Method:** The test voltage should be applied between conductors and between each conductor and the metallic protection or earthed surroundings of the cable as appropriate. The voltage to be raised gradually to the specified values in the table and maintained for 15 minutes.

Table1 -Test Voltages After Installation

1	2	3	4
Cable operating voltage	Test voltage is to be applied	Test Voltage V	
		m.s)	d.c.
300/500	Between Conductors and conductors/earth		
600/1000	Between Conductors and conductors/earth		
1900/3300	Between conductors		
1900/3300	Between Conductors and conductors/earth		

### 2. Medium/High Voltage

Each section of the cable installation between substations shall be subjected to a preliminary voltage or insulation resistance test to prove the insulation resistance.

The installation resistance can be measured with a high voltage meter with a rating of 5000V.

#### 2.1 Paper Insulated Lead covered Double Steel Tape or Wire Armoured Cable (covered by SABS 97), voltage ranges are as indicated in Table 2

The test voltage should be applied between conductors and between each conductor and the metal sheath, which should be held at earth potential. In each case, the voltage should be increased steadily to the stipulated value and maintained at this value for 15 minutes.

Table 2 in-situ test voltages.

1	2	3	4	5	6	7
Voltage Rating of Cable kV	Test Voltage					
	Belted Cables				Single-core and screened cables	
	Between conductors		From conductor to sheath		Between conductor and sheath or screen	
	a.c.	d.c.	a.c.	d.c.	a.c.	d.c.
3.3/3.3	7	9	7	9	-	-
3.8/6.6	13	19	8	11	8	11
6.6/6.6	13	19	13	19	-	-
6.35/11	22	31	13	19	13	19
11/11	22	31	22	31	-	-
12.7/22	-	-	-	-	25	36
19/33	-	-	-	-	38	54

## 2.2 XLPE-Insulated Cables covered by SABS 0198 Part 13.

**NOTE:** If circumstances necessitate testing that is not in accordance with the recommendations of this section, the cable manufacturer or a test expert should be consulted before any testing is carried out.

The use of inappropriate or excessive test voltages or of unsuitable fault location methods can damage XLPE-insulated cables. Cables that are particularly prone to damage during testing are those that have water trees and those that have a construction that differs from that specified in the 1981 and in subsequent editions of SABS 1339.

The Types of Test Waveforms to be applied are:

- Very low frequency (VLF): An Alternating waveform that is either sinusoidal or pseudo-square/cosine rectangular, of nominal frequency 0,1 Hz.
- Power frequency: An alternating sinusoidal waveform of frequency in the range 25 Hz to 100 Hz.
- Surge: A step waveform that has a rise time of a few microseconds and that gradually decays to zero within 5 s.

These waveforms are referred to in the various test tables below.

**Note:** Where the capacity of the test set permits, all three cores of a three-core cable may be tested together.

### 2.2.1 PRELIMINARY TESTS

**2.2.1.1 Leakage Resistance.** Before carrying out any testing or fault location, determine and accurately record the leakage resistance to earth and, if relevant, between conductors. Use an instrument that generates a d.c test voltage of not less than 250 V and not more than 5 kV. Typical minimum values of leakage resistance are given in Table 3.

TABLE 3—MINIMUM LEAKAGE RESISTANCE

1	2	3	4	5
Cable Operating voltage U, kV	Minimum leakage resistance, MΩ			
	Cable length, m			
	100	300	1 000	3 000
6,6	150	50	15	5
11	240	80	24	8
22	460	153	46	15
33	680	227	68	23



**NOTE:**

- 1 The value of leakage resistance multiplied by the cable length should not be less than  $(2 U + 2) \text{ M}\Omega \cdot \text{km}$ , where  $U$  is the voltage rating of the cable in kilovolt.
- 2 This test is repeated after the required sequence of tests (see 2.2.2.7).

**2.2.2 TESTING**

- 2.2.2.1 **Over voltage Commissioning Tests.** When newly installed cables are being commissioned, they should be tested at the test voltages given in Table 4, appropriate to the test waveforms and test durations given in columns 1 and 2 of the table.

TABLE 4—COMMISSIONING TEST VOLTAGES (r.m.s.)					
1	2	3	4	5	6
Test waveform (see 2.2)	Duration, Min	Commissioning test voltage, kV			
		Cable Operating voltage, kV			
		6.6	11	22	33
VLF (0,1 Hz)	60	11	19	38	57
Power frequency	60	8	13	25	38

**NOTE:**

1. Test sets for the above are commercially available.
  2. Where the above test levels cannot be achieved, a reduced voltage for an extended time may be negotiated.
- 2.2.2.2 **Overvoltage Maintenance/Repair Tests.** When cables are tested for maintenance or repair purposes, they should be tested at the test voltages given in Table 5, appropriate to the waveforms and test durations given in columns 1 and 2 of the table.
- 2.2.2.3 **Surge Test Method** (see Table 5). The surge test is intended to be a practical basic safety test. It can be used as a non-damaging means of identifying fairly serious existing or potential faults when power frequency or VLF equipment is not available. The test avoids the application of a continuous d.c. voltage (see 2.2.2.4), but it is not as conclusive or rigorous as the other methods.

**CAUTION:** During the surge test, a peak voltage of up to twice the test voltage can be generated in the cable.

**Method.** Charge the surge generator to the appropriate test voltage given in Table 5. Using single-shot mode, release a surge into the cable and then soft-discharge the cable (see 2.2.5.5) within 5 s. Repeat the procedure up to five times and then fully discharge the cable by solidly earthing it for at least 5 min.

TABLE 5—MAINTENANCE/REPAIRS TEST VOLTAGES (r.m.s.)					
1	2	3	4	5	6
Test waveform (see 2.2)	Duration	Maintenance/repair test voltage, kV			
		Cable operating voltage, kV			
		6.6	11	22	33
VLF (0,1 Hz)	15 min	8	13	25	38
Power frequency	15 min	7	11	22	33
Surge test (see 2.2.1.3)	5 surges, max.	7	11	22	33

- 2.2.2.4 D.c. Over voltage Testing. D.c. over voltage testing is likely to cause irreversible damage to XLPE-insulated cable systems, particularly if the cables have water trees. It often fails to identify potentially hazardous conditions in the cable. If d.c. testing has to be carried out because no other test methods are available, the voltage and duration should be limited to the appropriate values given in Table 6, which are recommended for quick identification of gross faults only. Use a d.c. test set or a surge generator in d.c. mode to apply the test voltage. After applying the voltage, soft-discharge the cable (see 2.2.2.5), using either the d.c. test set or a discharge stick. Fully discharge the cable by solidly earthing it for at least 8 h but preferably for 24 h.

TABLE 6—D.C. TEST VOLTAGES

1	2	3	4	5
Duration, s	D.c. test voltage, kV			
	Cable operating voltage, kV			
	6.6	11	22	33
10	6	10	20	30

- 2.2.2.5 **SOFT DISCHARGE OF CABLE.** An XLPE-insulated cable should always be soft-discharged through a resistance of at least 200 k $\Omega$ , for example by using a discharge stick. Discharging a conductor direct to earth by short-circuiting it with a lead can severely damage the cable. After the initial discharge, a cable should be solidly earthed for at least 5 min. If the cable has been subjected to any form of d.c. test, it should be solidly earthed for at least 8 h, but preferably for 24 h.
- 2.2.2.6 **CABLE SHEATH TESTING.** To avoid problems caused by the ingress of water into the cable, a cable should be subjected to sheath testing:
- a) at commissioning,
  - b) annually, and
  - c) after the location and repair of a fault.
- Cable sheath testing can also be used to locate conductor earth faults that have punctured the outer sheath, provided that multiple sheath faults are not present. A direct current sheath test voltage of 5 kV should be applied for 1 min, with a leakage current of 1 mA/km being regarded as acceptable.
- 2.2.2.7 **AFTER TESTING.** After completion of any of the above tests, the leakage test described in 2.2.1.1 should be repeated. A tenfold reduction in the value of leakage resistance could indicate a potential problem.
- 2.2.3 **CIRCUIT-BREAKER CLOSURE**
- 2.2.3.1 Faulty or Unknown Cable Conditions. Closing a circuit-breaker on an untested cable can be hazardous to the operator and can damage the cable. A fault should never be re-established by repeated closing of a circuit-breaker.
- 2.2.3.2 Voltage Doubling. During switch-in onto open circuit, voltage doubling occurs at the remote end of the cable. Voltages of up to 20 kV can occur on an 11 kV system. Switching onto a load such as a transformer avoids this voltage doubling.

# IMPORTANT CONTACT DETAILS

**(FOR HEALTH & SAFETY ASPECTS ONLY)**

The contractor is to add all the important contact information about essentials services, support and assistance.

**SERVICE**

**NUMBER**

**CONTACT PERSON**



Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

**ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.**



# **DEPARTMENT OF PUBLIC WORKS**

## **HIV/AIDS**

## **SPECIFICATION**

**OCTOBER 2004**

**SECTION****HIV/AIDS SPECIFICATION****HIV/AIDS REQUIREMENTS****1 SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

**2 DEFINITIONS AND ABBREVIATIONS****2.1 Definitions**

**Service Provider:** The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

**Service Provider Workshop Plan:** A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent

**Worker:** Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all

**2.2 Abbreviations**

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

**3 BASIC METHOD REQUIREMENT**

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project

- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

#### **4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING**

##### **4.1 Workshops**

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at

workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

## 4.2 **Recommended practice**

### 4.2.1 **Workshop Schedule**

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

### 4.2.2 **Service Providers**

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works

### 4.2.3 **HIV/AIDS Specific Learning Outcomes and Assessment Criteria**

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

#### 4.2.3.1 **UNIT 1: The nature of HIV/AIDS**

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

#### 4.2.3.2 **UNIT 2: Transmission of the HI virus**

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

#### 4.2.3.3 **UNIT 3: HIV/AIDS preventative measures**

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection

3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

#### 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

#### 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

#### 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

#### 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

#### 4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of



## Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

## 5 **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

## 6 **ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

## 7 **APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

**8     MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract

## **PART B**

### **ELECTRICAL PROJECT SPECIFICATIONS**

#### **1. SCOPE OF WORKS**

This specification covers the contract engineering, manufacture, supply, delivery, erection, wiring, commissioning, testing and handing over in complete working order for immediate use. **Guarantee for twelve months will be applicable** on all equipment and workmanship, calculated from the final completion date, for the following:

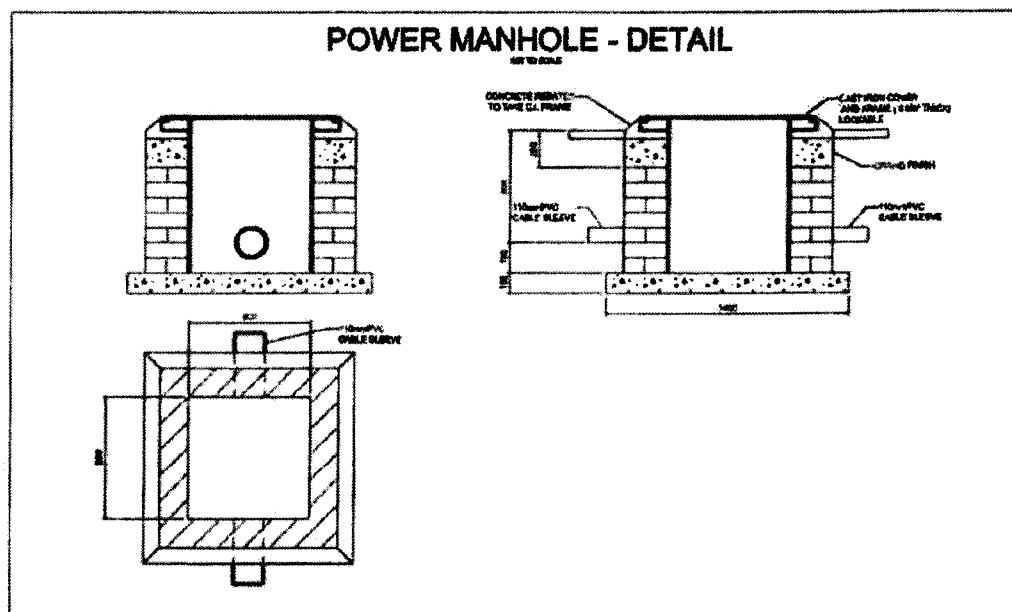
- The installation of the distribution boards with circuit breakers as specified;
- install all luminaries and socket outlets as specified and indicated on the drawings;
- complete all 2.5- and 4mm<sup>2</sup> wiring in 20- and 25mm conduit.;
- install cable racks and cables as specified;
- conduct tests and supply all paperwork as required and
- remove all redundant material from site.

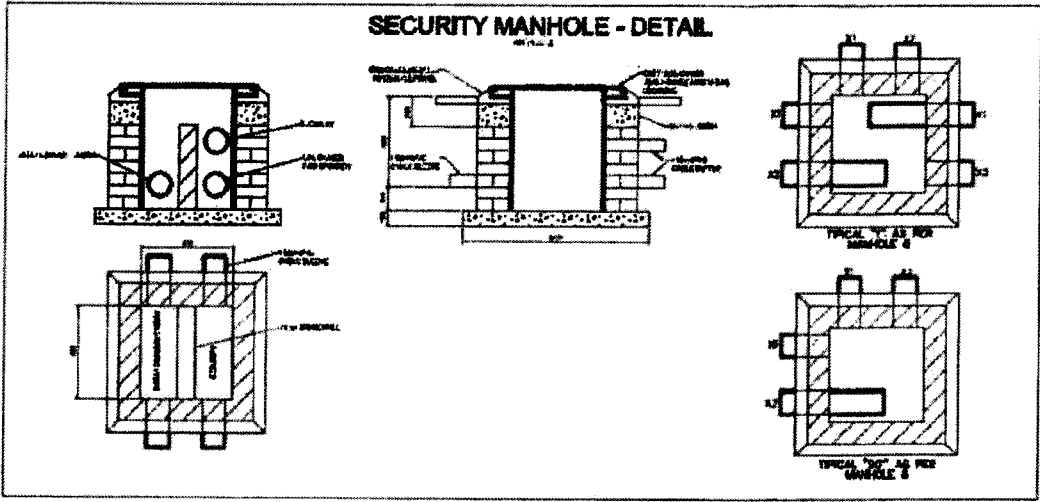
## 2. TEMPORARY BUILDERS SUPPLY

N/A

## 3. BULK SUPPLY

The bulk supply cable will be obtained from an Eskom pole connector box in the vicinity of the building. The cable will be connected and routed underground in a 110mm sleeve and manhole and cable trench arrangement to the building.





#### 4. DB-EARTHING

**All DB earthing is to be tested and made good upon inspection.**

## 5. TRANSFORMERS

NA

## 6. STANDBY GENERATOR AND CONTROL PANEL

The existing 10KVa generator is to be serviced and made good

## 7. CABLE SLEEVE PIPES

Where cables cross under roadways, other services and where cables enter buildings, the cables shall be installed in asbestos-cement pipes or PVC sleeved encased on 200mm X 200mm concrete. When otherwise specified or agreed upon, PVC sleeves maybe approved.

The electrical contractor will be responsible for all excavations, installation of sleeves, backfill and making neat of all.

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

## **8. NOTICES**

The Contractor shall issue all notices and make the necessary arrangements with Supply Authorities, the Postmaster-General, S.A. Transport Services, Provincial of National Road authorities and other Authorities as may be required with respect to the installation. The Contractor will be held responsible for damage to any existing services brought to his attention by the relevant authorities and will be responsible for the cost of repairs.

## **9. ELECTRICAL EQUIPMENT**

All equipment and fittings supplied must be in accordance with the approved quality specification, suitable for the relevant supply voltage and frequency and must be approved by the Consultant's representative.

## **10. DRAWINGS**

The drawings generally show the scope and extent of the proposed work and shall not be held as showing every minute detail of the work to be executed.

The position of power points, switches and light points that may be influenced by built-in furniture must be established on site, prior to these items being installed.

The contractor will supply a complete set of "As Built" drawings at completion of the contract. This will be handed in with the Operational and Maintenance manuals.

## **11. BALANCING OF LOAD**

The Electrical Contractor is required to balance the load as equally as possible over the multiphase supply. When Balancing of loads are not required, the specific phase to which a load must be connected will be indicated on the drawings.

## **12. WORK SEQUENCE**

The sequence, in which the work must be carried out, must be established in consultation with the Department's representative.

## **13. SUPERVISION**

The work shall at all times, for the duration of the contract be carried out under the supervision of a skilled and competent representative of the contractor, who will be able and authorised to receive and carry out instructions on behalf of the contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

## **14. SUPPLY OF MATERIAL**

The contractor shall be responsible to supply all the required material for the complete installation.

## **15. SERVICE CONDITIONS**

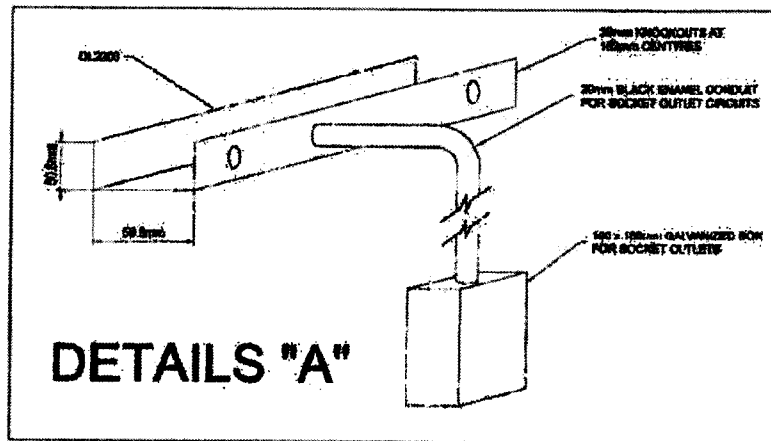
All plant shall be designed for the climatic conditions appertaining to the service.

## 16. SWITCHES AND SOCKET OUTLETS

All switches will be supplied with a metal cover plate with brush aluminium or stainless steel finishing unless other wise specified in the Bill of Materials.

Wiring will be done in trays and connections to socket outlets as in detail below.

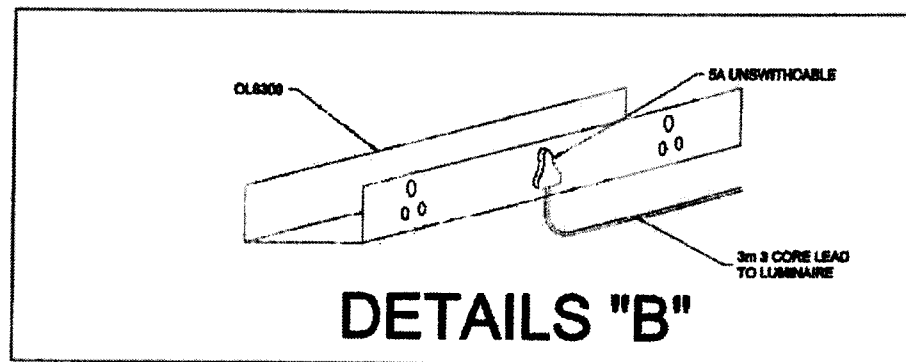
Provide the necessary glands for entry to trays.





## 17. LIGHT FITTINGS AND LAMPS

Light circuits will be wired in channels as per the following detail.



The minimum 80 lux for all levels of the car park, 300 lux for the store areas and an average of 500 lux for the office areas will be adhered to.

All fittings to be supplied by the electrical contractor shall have the approval of the Department. Incandescent lamps shall bear the approved mark of the S.A.B.S. and shall have the British light centre length.

## **17.1 TUBULAR FLUORESCENT LAMP LUMINARIES**

### **17.1.1 SCOPE**

This specification covers the requirements for fluorescent luminaries using tubular fluorescent lamps for general indoor use. The type of luminaries covered is open-channel, industrial, decorative and recessed types and includes luminaries with one or more lamps with standard wattage ratings as specified in the Bills of Materials.

### **17.1.2 GENERAL**

Luminaries, associated equipment and control gear shall be new and unused and shall be supplied complete with lamps, control gear, diffusers, mounting brackets, etc. and shall be delivered to site in a protective cover. Lamps shall be delivered separately.

### **17.1.3 STANDARDS**

The following standard specifications of SABS shall apply to the luminaries' specifications:

SANS 1119	Interior Luminaries for fluorescent lamps.
SANS 1250	Capacitors for use with fluorescent and other discharge lamp ballast's
SANS 890	Ballast's for fluorescent lamps
SANS 1464	Safety of Luminaries
SANS 1479	Glow starters for fluorescent lamps
SANS IEC 400	Lamp holders for tubular fluorescent lamps
SANS 1041	Tubular fluorescent lamps for general service
SANS 1247	Coatings applied by the powder-coating process
SANS 783	Baked enamels
SANS 0142	Wiring of premises
SANS 1464	Safety
SANS 890	Noise levels
SANS 1222	Protection

#### **17.1.4     FIXING**

The luminaries shall be suitable for mounting in or against ceilings as described below:

All holdings will be galvanized, cadmium plated or stainless steel and completely corrosion proof.

The holding screws will not be longer than 30mm and not shorter than 20mm.

At least four fixing screws per luminaries will be supplied and installed.

The position of any other equipment or material that could be damaged when fixing luminaries must be established prior to fixing any luminaries.

Luminaries will be installed completely parallel, straight or/and horizontal at all times.

#### **17.1.5     ENVIRONMENTAL**

The luminaries will be suitable to operate in ambient temperatures between -10°C and +40°C.

#### **17.1.6     SAFETY**

The luminaries will bear the SANS 1464 safety mark.

#### **17.1.7     NOISE**

Noisy ballasts will not be accepted and shall be replaced at no cost. All ballasts shall comply with the requirements of the latest edition of SANS 890, Part 1.

### **17.1.8 GENERAL TECHNICAL REQUIREMENTS**

#### **GENERAL**

Tubular fluorescent lamp luminaries shall comply fully with SANS 1119 and all amendments as well as the additional requirements of the specification. Luminaries shall bear the SABS mark.

The client reserves the right to have samples of luminaries offered tested by the SABS for compliance with SANS 1119. If sample luminaries are found not to comply with SANS 1119 the cost of such tests shall be borne by the tenderer.

#### **CONSTRUCTION**

Luminaries shall consist of a ventilated body manufactured of either cold rolled sheet steel not less than 0.8mm thick or injection moulded flame retardant GRP, suitably braced or stiffened to prevent distortion. The body shall be of sufficient strength for the mounting of the entire luminaries.

The luminaries shall be designed to accommodate the control gear, wiring, lamp holders and where applicable, the diffuser and reflectors. It shall be possible to reach the control gear without disconnecting wiring or removing the luminaries.

Except for mounting holes and/or slots and the required openings in air-return luminaries, the back of the body channel shall be closed over the full length of the luminaries.

Suitable knockouts shall be provided in the rear or both ends of the luminaries body for wire entry.

All components, including screws, bolts and nuts utilised in the construction of the luminaries or fixing of its components, shall be corrosion proof. Cadmium plated or stainless steel materials are preferred.

The lamp compartment and body will have a degree of IP 65 protection as per SANS 1222.

## **INTERNAL WIRING**

Luminaries shall be completely wired internally. Conductors shall be protected with grommets where they pass through holes in the body.

The wiring shall be totally enclosed to prevent any possible contact with live components while changing lamps.

The conductor insulation shall be rated to withstand the temperature inside the luminaries body without deterioration.

The wiring shall terminate on a suitable terminal block having screw down plates bearing on the wires.

Terminal where screws bear down directly on wires will not be acceptable.

An earth terminal, welded to the luminaries body, shall be provided where applicable. To ensure good earth continuity the earth terminal shall not be spray painted. The earth conductor shall be connected to this terminal by means of a crimped lug.

## **LAMP HOLDERS**

Lamp holders shall preferably be of twist-lock type. The mounting of the holders shall be able to accommodate the tolerances experienced in the length of lamps and in the manufacture of luminaries.

## **CONTROL GEAR**

The control gear, ballasts, capacitors and starters shall be designed and manufactured to suit the control circuitry adopted. All luminaries shall operate on a switch-start basis.

Ballasts shall comply with SANS 890 and SANS 891, suitable for operation on 220V to 250V 50Hz supplies.

Ballasts shall further be suitable for the particular luminaries to ensure that the thermal limits specified in paragraph 3.5 of SANS 1119 are not exceeded.

Starters shall comply with SANS 1479 or with BS 3772 if it is not covered by SANS 1479. Starters with metal cans shall contain integral earthing facilities to earth the can upon insertion.

Starters shall be accessible from the outside of the luminaries, and the replacement of the starter shall not necessitate the removal of lamps.

Capacitors shall comply with SANS 1250. The power factor of each complete fitting shall be corrected to at least 0,85.

## **LAMPS**

Fluorescent lamps shall be suitable for the control circuitry used. Lamps shall comply with SANS 1041.

Only Osram & Philips branded lamps will be accepted on this project.

If no colour is specified, the light colour shall correspond to colour 2 (4 300K) of SANS 1041.

Lamps of the same colour shall be provided for an entire installation unless specified to the contrary.

There shall be no visible flicker in the lamps and lamps shall readily strike when switched on. Faulty lamps or ballasts shall be replaced at no cost.

## **PHOTOMETRIC DATA**

Photometric data sheets of the luminaries as prepared by a laboratory, that complies with SABS requirements, shall be submitted with the luminaries.

## **TECHNICAL INFORMATION**

The tenderer shall include full technical particulars regarding the luminaries offered with the tender.

## **RECESSED LUMINARIES**

Recessed luminaries shall be suitable for mounting in the ceiling structure specified in the project specification.

The diffuser or reflector shall fit flush with the ceiling and the only visible portion shall be the reflector or diffuser.

Should the luminaries be so designed that a surrounding frame is visible, then this frame shall be manufactured of anodized aluminium. The frame shall form a neat trim with the ceiling. The corners of the surrounding frame shall be mitered and reinforced.

## **LOW- BRIGHTNESS LUMINARIES**

The luminaries shall be provided with an aluminium louvre with V- shaped longitudinal vanes and extruded stepped cross-shielding plates.

Louvres shall be constructed from high purity aluminium (99,98%), chemically brightened and anodized.

The total Light Output Ratio (LOR) shall be 62% or better. In the plane between 60 and 90 from the vertical, the LOR shall be below 3%.

### **LOW GLARE LUMINARIES**

The luminaries shall be provided with a die-formed, bright-anodized high-purity aluminium (99.98%) louver with parabolic reflecting surfaces in both directions.

The total LOR shall be 62% or better. In the plane between 60 and 90 from the vertical, the LOR shall be less than 1.3%.

### **LUMINARIES FOR USE IN AREAS WITH VISUAL DISPLAY      TERMINALS**

The luminaries shall have anodized specular louvers to provide the brightness control required for this type of application.

At angles between 60 and 90 from the vertical the luminance shall not exceed 200cd/m<sup>2</sup>.

At above angles the LOR shall be less than 0.6%. At angle between the vertical and 60 the LOR shall be 61% or better.



## **17.2 BULKHEAD LIGHT FITTINGS**

### **17.2.1 SCOPE**

The specification is for all bulkhead fittings to be used on this project.

### **17.2.2 GENERAL**

Luminaries, associated equipment and control gear shall be new and unused and shall be supplied complete with lamps, control gear, diffusers, mounting brackets, etc. and shall be delivered to site in a protective cover. Lamps shall be delivered separately.

### **17.2.3 STANDARDS**

The following standard specifications of the South-Africa Bureau of Standards shall apply to this luminary's specification:

SANS 1119	Interior Luminaries for fluorescent lamps.
SANS 1250	Capacitors for use with fluorescent and other discharge lamp ballast's
SANS 890	Ballast's for fluorescent lamps
SANS 1464	Safety of Luminaries
SANS 1479	Glow starters for fluorescent lamps
SANS IEC 400	Lamp holders for tubular fluorescent lamps
SANS 1041	Tubular fluorescent lamps for general service
SANS 1247	Coatings applied by the powder-coating process
SANS 783	Baked enamels
SANS 0142	Wiring of premises
SANS 1464	Safety
SANS 890	Noise levels
SANS 1222	Protection

#### **17.2.4 PHYSICAL AND ENVIRONMENTAL REQUIREMENTS**

**N/A**

#### **17.2.5 AREAS OF APPLICATION**

The luminaries are attended for outdoor as well as indoor use.

#### **17.2.6 FIXING**

The luminaries shall be suitable for mounting in or against ceilings as described below:

All holding screws will be galvanised, cadmium plated or stainless steel and completely corrosion proof.

The holding screws will not be longer than 30mm and not shorter than 20mm.

At least four fixing points per luminaries must be established.

The position of any other equipment of material that could be damaged when fixing luminaries must be established prior to fixing any luminary.

#### **17.2.7 ENVIROMENTAL**

The luminaries shall be suitable for operation in ambient temperatures between -10 C and +45 C.

#### **17.2.8 SAFETY**

The luminary shall bear the SANS 1464 safety mark.

#### **17.2.9 NOISE**

Noisy ballasts will not be accepted and shall be replaced at no cost. All ballasts shall comply with the requirements of the latest edition of SANS 890, Part 1.

## **17.2.10 GENERAL TECHNICAL REQUIREMENTS**

### **GENERAL**

The bulkhead luminaries shall be suitable for surface mounting on a ceiling or wall and shall allow for surface conduits to enter on all sides.

### **CONSTRUCTION**

The luminaries shall consist of a high-pressure die cast aluminium base and a structured opaque high impact acrylic diffuser.

It shall be rectangular in shape and shall be designed to operate compact fluorescent lamps up to 2 x 26W (staircases) or shaped as per the attached pamphlets for outside and bathroom lighting.

The diffuser shall be fixed to the body by four stainless steel Allen head screws. A silicon sponge gasket shall be fitted into a groove on the diffuser.

Four mounting holes shall be provided in the base for securing the diffuser onto the base.

All internal wiring shall be Teflon coated with protective sleeving to prevent damage by possible abrasion.

Main connections shall be by means of a suitable screw terminal block with a wire clamping contact.

All screws, bolts and metals shall be stainless steel or of non-corrosive material.

A luminary shall consist of a ventilated body manufactured of either cold rolled sheet steel not less than 0.8mm thick or injection moulded flame retardant GRP, suitably braced or stiffened to prevent distortion. The body shall be of sufficient strength for the mounting of the entire luminary

## **LAMP HOLDERS**

Lamp holders shall preferably be of twist-lock type. The mounting of the holders shall be able to accommodate the tolerances experienced in the length of lamps and in the manufacture of luminaries.

## **CONTROL GEAR**

The control gear shall be incorporated inside the separate control gear compartment and be mounted on a removable gear tray.

It shall be suitable for operation with the specified rating of the lamp on a 230V + 3%-10% 50Hz single-phase system.

All control gear components shall be removable and bear the relevant SABS mark.

The luminaries shall be power factor corrected to a minimum of 0.85.

Ignitors, where applicable, shall be of the superposed pulse type.

The luminaries shall be able to withstand ambient temperatures of at least 45 C. without resulting in any electrical or mechanical component exceeding its maximum allowed operating temperature.

The lamp compartment and body will have a degree of IP 65 protection as per SANS 1222.

## **LAMPS**

Only Osram & Philips branded lamps will be accepted on this project.

If no colour is specified, the light colour shall correspond to colour 2 (4 300K) of SANS 1041.

Lamps of the same colour shall be provided for an entire installation unless specified to the contrary.

There shall be no visible flicker in the lamps and lamps shall readily strike when switched on. Faulty lamps or ballasts shall be replaced at no cost.

## **TECHNICAL INFORMATION**

The Tenderer shall include full technical particulars regarding the luminaries offered with the tender.

## **EMERGENCY EXIT INDICATORS**

Except for the following changes, all emergency exits will be indicated with the same Bulkhead fitting as specified above:

The high impact acrylic diffuser will be white.

The word "EXIT" will be indicated on the front of the diffuser and will be at least 60mm in height.

The colour of the script will be signal red.

The quality of the script will be such that it is engraved and will not be of the sticker type.

## **BATTERY BACK-UP UNITS**

Where indicated on the attached drawings, bulkhead fittings will be fitted with battery back-up units with the following specifications:

The units must have self-testing facilities on a weekly basis and full functional test on a monthly basis.

It must have a one-hour standby facility with at least 18% of the normal light output.

It will have an external lamp, indicating the following:

- Mains on and system in working order.
- Battery voltage low.
- Battery voltage too high.
- Low capacity battery.
- Bad lamps.
- No mains.

## **18. EARTHING AND BONDING**

The Contractor will be responsible for all earthing and bonding of the building and installation; the earthing and bonding is to be carried out strictly to the specification and to the satisfaction of the Department's representative.

Connection from the main earth bar on the main board must be made to the cold water main, the incoming service earth conductor, if any and the earth mat or other local electrode by means of 12mm x 1,6mm solid copper strapping or 16mm<sup>2</sup> stranded (not solid) bare copper wire or such conductor as the Department's representative may direct. Main earth copper strapping where installed below 3m from ground level, must be run in 20mm diameter conduit securely fixed to the walls.

All other hot and cold water pipes shall be connected with 12mm x 0,8mm perforated for solid copper strapping (not conductors) to the nearest switchboard. The strapping shall be fixed to the pipe work with brass nuts and bolts and against walls with brass screws at 150mm centers. In all cases where metal water pipe, down pipes, flues, etc., is positioned within 1,6m of switchboards an earth connection consisting of copper strapping shall be installed between the pipe work and the board. In vertical building ducts accommodating both metal water pipes and electrical cables, all the pipes shall be earthed at each distribution board.

Where service connections consist of overhead conductors, all metal parts of roofs, gutters and down pipes shall be earthed. One bare 10 mm<sup>2</sup> copper conductor shall be installed over the full length of the ceiling void, fixed to the top purloin and connected to the main earth conductor and each switchboard. The roof and gutters shall be connected at 15 m intervals to this conductor by means of 12 mm x 0,8 mm copper strapping (not conductors) and galvanized bolts and nuts. Self-tapping screws are not acceptable. Where service connections consist of underground supplies, the above requirements are not applicable.

A separate earth connection shall be supplied between the earth bush-bar in each sub-distribution board and the earth bush-bar in the Main Switchboard. These connections shall consist of bare or insulated stranded copper conductors installed along the same routes as the supply cables or in the same conduit as the supply conductors. Alternatively armored cables with earth continuity conductors included in the armoring may be utilized where specified or approved.

An earth conductor shall be installed in all non-metal flexible conduit. This earth conductor shall not be installed externally to the flexible conduit but within the conduit with the other conductors. The earth conductor shall be connected to the earth terminals at both ends of the circuit.

Where non-metallic conduit is specified or allowed, the installation shall comply with the Department's standard quality specification for "conduit and conduit accessories."

Standard copper earth conductors shall be installed in the conduits and fixed securely to all metal appliances and equipment, including metal switch boxes, socket-outlet boxes, draw-boxes, switchboards, luminaries, etc. The securing of earth conductors by means of self-threading screws will not be permitted.

## **19. INTERRUPTIONS OF ELECTRICAL SUPPLY**

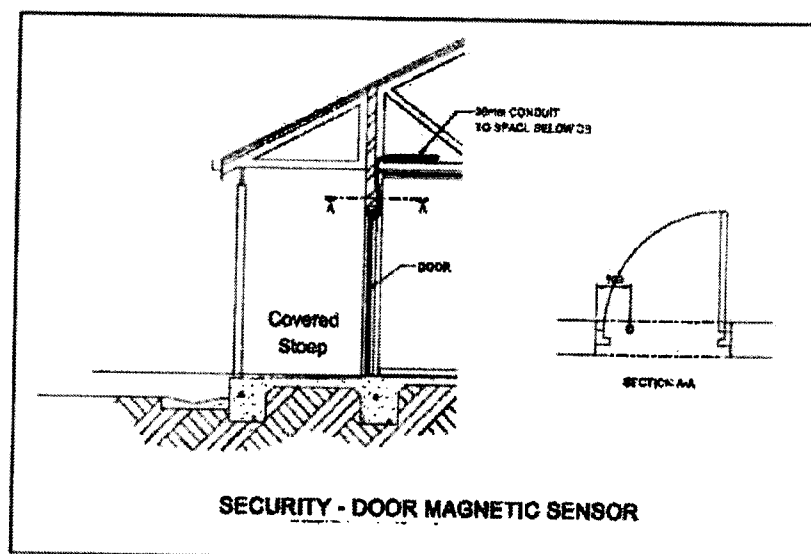
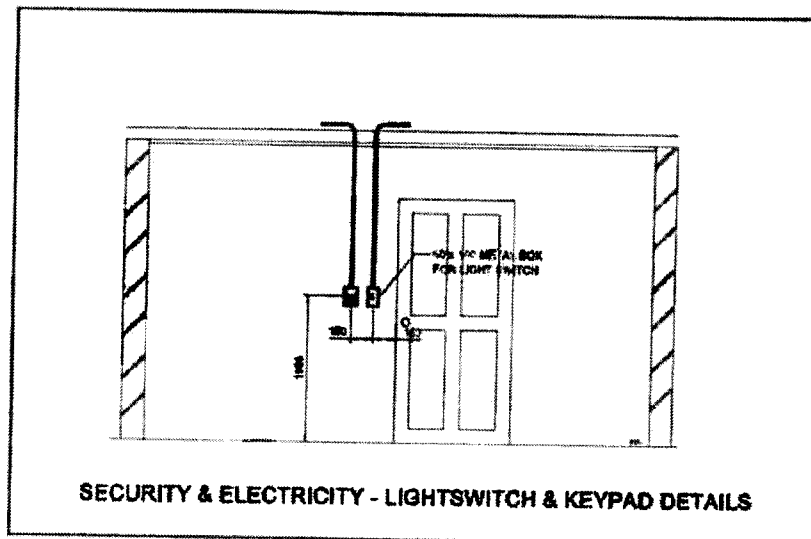
N/A

## **20. REGULATIONS AND CODES**

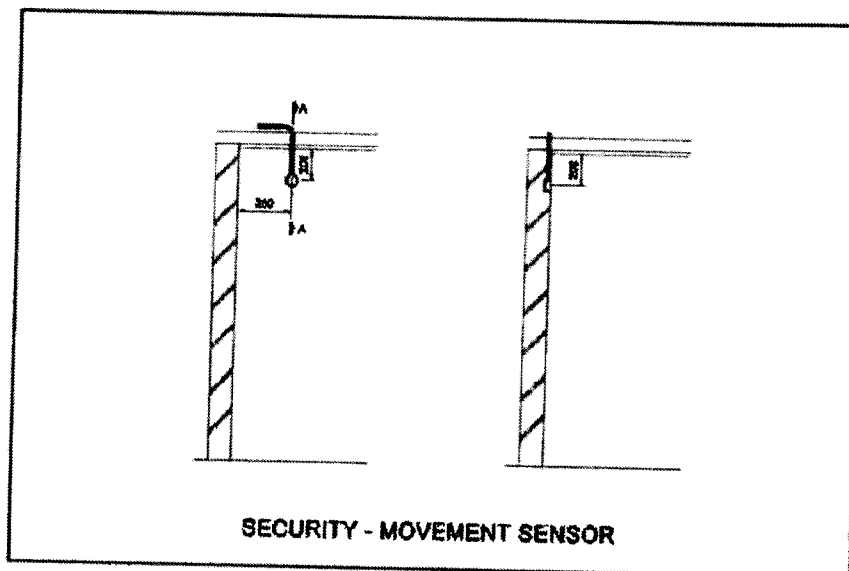
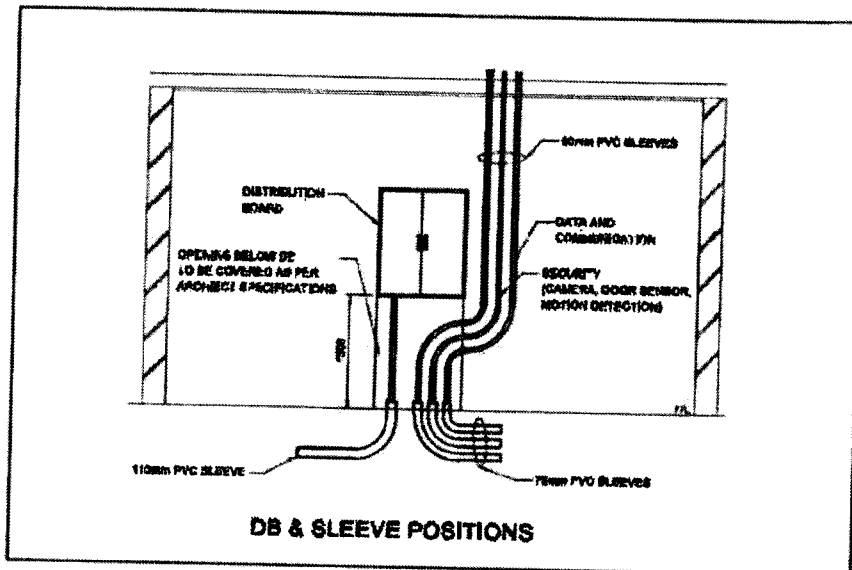
The complete electrical installation shall be carried out in full compliance with the Wiring Code and with any Regulations or Codes of Practice in force or adopted in the area in which the contract is to be carried out. Tenderers shall familiarize themselves with all such Regulations or Codes before finalizing their prices; no price variations to the contract based on lack of knowledge or such Regulations or Codes will be allowed.

## 21. CONDUIT AND WIRING

Conduit will be PVC 20mm or 25mm with SABS markings. Conduit will be fixed with raised saddles to ensure that the conduit is horizontal at the roof at all times and does not lift at entry level. Saddles will be installed at not more than 1000mm apart







## **22. CABLE TRAYS**

**Cable ladder** cable trays shall be used for all new cables in the ceiling void and service ducting. Typical OL55 and OL76 as per request

- Refer to Bill of quantities for detail on widths.

### **22.1 SUSPENSION HANGERS SHALL BE AS FOLLOWS:**

All cable trays shall be suspended at intervals of not more than 800mm apart, from the existing roof structure by means of a 300mm or 400mm long P1000 channel, complete with 2 x 1m x 6mm galvanised threaded rods and 2 x pre-formed hold down saddles, per suspension hanger.

## **23. CABLES**

Note: All LV regularly used cables will be XLPE Insulated PVC bedded SWA PVC sheathed 600/1000V manufactured to SANS 1507-4.

The electrical contractor shall allow for the supply and complete installation of all distribution cables as indicated on the drawings, and listed in the Schedule of Cables.

Tenderers must base their tender on the amounts of cable, including earth conductors, as indicated in the Bill of Quantities. During the course of the work the actual lengths will be measured on site and adjustments will be made according to the price per metre length as inserted by the tenderer for the particular cable size concerned.

Tenderers must base their cost for trenching in earth; hard rock on the total quantities as indicated in the Bill of Quantities. The actual quantities, based on the dimensions as specified below for trenches for the applicable number of cables to be laid, will be measured on site during the course of the service and adjustments made according to the price per cubic meter as inserted by the tenderer. Payment for cable trenching having a greater volume than that specified for the purpose will not be considered except where extra excavations are necessary to by-pass obstacles such as water pipes, drains, large boulders etc. In all such instances the amount of the extra excavations must be agreed upon on site between the Engineer and the contractor.

Cables in soil will be buried 1,5m underground. Cables that are attached to roofs or walls will be tied with aluminum strapping (25mm) every 400mm to 100mm cable racks.

The storage, transportation, handling and laying of the cables shall be according to first class practice, and the contractor shall have adequate and suitable equipment and labour to ensure that no damage is done to cables during such operations.

The cable-trenches shall be excavated to a depth of 0,6m deep below ground level and shall be 450mm wide for one to three cables, and the width shall be increased where more than three cables are laid together so that the cables may be placed at least two cable diameters apart throughout the run. The bottom of the trench shall be level and clear and the bottom and sides free from rocks or stones liable to cause damage to the cable.

The contractor must take all necessary precautions to prevent the trenching work being in any way a hazard to the personnel and public and to safeguard all structures, roads, sewage works or other property on the site from any risk of subsidence and damage.

In the trenches made in soft and hard rock the cables shall be laid on a 75mm thick bed of earth and be covered with a 150mm layer of earth before the trench is filled in.

No joints will be allowed in cables.

The laying of cables shall not be commenced until the trenches have been inspected and approved. The cable shall be removed from the drum in such a way that no twisting, tension or mechanical damage is caused and must be adequately supported at intervals during the whole operation. Particular care must be exercised where it is necessary to draw cables through pipes and ducts to avoid abrasion, elongation or distortion of any kind. The ends of such pipes and ducts shall be sealed to approval after drawing in of the cables.

Backfilling (after bedding) of the trenches is to be carried out with a proper grading of the material to ensure settling without voids, and the material is to be tamped down after the addition of every 150mm. The surface is to be made good as required.

On each completed section of the laid and jointed cable, the insulation resistance shall be tested to approval with an approved "Megger" type instrument of not less than 500 V for low tension cables.

Earth continuity conductors are to be run with all underground cables constituting part of a low tension distribution system. Such continuity conductors are to be stranded bare copper of a cross-sectional area equal to at least half that of one live conductor of the cable, but shall not be less than 4mm<sup>2</sup> or more than 70mm<sup>2</sup>. A single earth wire may be used as earth continuity conductor for two or more cables run together, branch earth wires being brazed on where required.

## **24. LAYING, JOINTING AND MAKING OFF OF ELECTRICAL CABLES**

NB : The requirements specified hereafter, are aimed essentially at high tension cable but are also valid for low tension cable, where applicable.

- 24.1 The use of the term "Inspector", includes the engineer or inspector of the Department or an empowered person of the concerned supervising consulting engineer's firm.
- 24.2 No cable is to be laid before the cable trench is approved and the soil qualification of the excavation is agreed upon by the contractor and inspector.
- 24.3 After the cable has been laid and before the cable trench is backfilled the inspector must ensure that the cable is properly bedded and that there is no undesirable material included in the bedding layer.
- 24.4 All cable jointing and the making off of the cables must only be carried out by qualified experienced cable jointers. Helpers of the jointers may not saw, strip, cut, solder, etc. The cable and other work undertaken by them must be carried out under the strict and constant supervision of the jointer.
- 24.5 Before the contractor allows the jointer to commence with the jointing work or making off of the cable (making off is recognized as half a joint) he must take care and ensure:
- that he has adequate and suitable material available to complete the joint properly and efficiently. Special attention must be given to ensure the cable ferrules and cable lugs are of tinned copper and of sufficient size. The length of the jointing lugs must be at least six times the diameter of the conductor,
- that the joint pit is dry and that all loose stones and material are removed,
- that the walls and banks of the joint pit are reasonably firm and free from loose material which can fall into the pit,

that the necessary coffer-dams or retaining walls are made to stop the flow of water into the joint pit,

that the joint pit is provided with suitable groundsheets so that the jointing work is carried out in clean conditions,

that the necessary tents or sails are installed over the joint pit to effectively avert unexpected rainfall and that sufficient light or lighting is provided,

that the necessary means are available to efficiently seal the jointing or cable end when an unexpected storm or cloudburst occurs, regardless of how far the work has progressed,

that the cables and other materials are dry, undamaged and in all respects are suitable for the joint work or making off,

that the heating of cable oil, cable compound, plumbers metal and solder is arranged that they are at the correct temperature when required so that the cable is not unnecessarily exposed to the atmosphere and consequently the ingress of moisture (care must be taken of overheating)

- 24.6 Before the paper insulated cables are joined, they must be tested for the presence of moisture by the cable jointers test. This consists of the insertion of a piece of unhandled insulated impregnated paper tape in warm cable oil heated to a temperature of  $130 \pm 5^\circ \text{C}$ . Froth on the surface of the oil is an indication that moisture is present in the impregnated insulation and the amount of the froth gives an indication of the moisture present.
- 24.7 If the cable contains moisture or is found to be otherwise unsuitable for jointing or making off the inspector is to be notified immediately and he will issue the necessary instruction to cope with the situation.
- 24.8 The joint or making off of paper insulated cables must not be commenced during rainy weather.
- 24.9 Once a joint is in progress the jointer must proceed with the joint until it is complete and before he leaves the site.

- 24.10 After the individual cores have been insulated they must be well basted with hot cable oil and again after the applicable separator and/or belt insulation tape is applied before the lead joint sleeve is placed in position.
- 24.11 The lead joint sleeve must be thoroughly cleaned and prepared before it is placed on the cable and must be kept clean during the whole jointing process. Seal the filling apertures of the sleeve with tape until the sleeve is ready for compound filling.
- 24.12 The plumbing joints employed to solder the joint sleeve to the cable sheath, must be cooled off with tallow and the joint sleeve is to be filled with compound while it is still warm. Top up continuously until the joint is completely filled to compensate for the compound shrinkage.
- 24.13 The outer joint box must be clean and free from corrosion. After it has been placed in position it must be slightly heated before being filled with compound. Top up until completely full.
- 24.14 As far as cable end boxes are concerned the requirements as set out above are valid where applicable.

## **25. DISTRIBUTION BOARDS AND CIRCUIT BREAKERS**

The electrical contractor shall supply and install the distribution boards as indicated on the drawings. All distribution boards shall comply with the quality specification, and be approved by the Engineer or by the Department's representative.

All DB's as well as both ends of cables will be marked with engraving on aluminum plate.

All distribution boards shall be manufactured according to the detail specifications and drawings, and shall be inspected and **approved** by the Engineer before installation.

The Engineer shall first approve any other type of distribution board, which may be submitted as an alternative.

All bus bars and lugs shall be insulated, and wiring shall enter the switch gear from the back of the distribution board.

All circuit breakers will be the quality of **CBI** or better.

Quality Specification and Manufacturers:

All switchgear and equipment shall comply with the specification in the document.

Wiring:

The manufacturers shall internally wire all distribution boards. Wiring between switchgear and busbars shall be done by means of PVC insulated stranded copper conductors, fixed to the busbars with copper lugs, and brass bolts.

Only color coded wiring shall be accepted, e.g.: Red, yellow and blue for phases, and black for neutral.

Wiring colored by means of PVC insulated tape shall not be accepted.

Wiring shall be neatly strapped in a vertical and horizontal manner. All instrument and control wiring shall be 2,5mm<sup>2</sup> PVC insulated copper conductors, and shall be numbered for ease of tracing circuits.

Color:

The color of all distribution boards shall be light stone and all painting shall be done in accordance with the standard paint specifications in part 3 of this specification.

Doors:

Where specified, doors shall be of the removable type.

Separate Compartments:

Where distribution boards have separate compartments, they shall be separated by means of a metal dividing section, and be equipped with individual removable circuit breaker covers.



Legend Cards:

Legend cards covered by removable glass or 1.6mm transparent acrylic plastic shall be fitted to the inside of the door of the distribution board and circuits shall be noted on this legend card. Legend cards shall be as follow, for example:

The legend card will be replaced by the As-Built drawing if the DB layout of the building. Each breaker will be named according to its purpose.

Main From Munic	Main supply from Municipality
Kiosk A	Main feed to Kiosk A
Kiosk A mains	Mains Kiosk A
DB-B	Main feed to DB-B
DB-B Mains	Mains DB-B
LC1	Feed to light circuit 1
ELU1	Earth leakage unit for plug circuits ie.1, 2 & 3.
PC1	Feed to plug circuit 1
DPC1	Feed to dedicated plug circuit 1

The AS-Build diagrams will be updated and laminated. The laminated prints will be attached at each DB.

## 26. BILLS OF MATERIALS

- 26.1 This Bill of Quantities forms part of, and must be read in conjunction with the specification.
- 26.2 No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made it will not be recognized but the original wording of the Bill of Quantities will be adhered to.
- 26.3 The Client will check the completed Bill of Quantities and reserves the right to adjust any individual price and to rectify any discrepancy whilst the total tender price as quoted remains unaltered.

- 26.4 The quantities given in the Bill for cable, cable markers, earth wire laid with cable, overhead conductors, overhead earth wire and excavations cannot be regarded as exact and are subject to measurement on site after completion of the service and adjustments will be made according to the unit rates given in the Bill.

All other quantities will not be measured on site.

In the event of discrepancies between the drawings, specifications and Bill of Quantities the Client shall decide whether the work as executed shall be re-measured on site or whether re-measurement shall be effected from the working drawings only.

**NOTE:**

**Checking of Cable and Overhead Conductor Lengths**

Notwithstanding the fact that the lengths of cables and overhead conductors as given in the Bills of Quantities have been measured from scaled drawings, the contractor shall check such lengths on site before ordering the cable as he will not be paid for excess cable after the completion of the service. Any allowance for off-cuts shall be made in the unit rates. The final measurements shall be based on the nett route length of the cables and overhead lines concerned.

- 26.5 Where alternative prices for gear of different manufacture are quoted the lowest alternative price for gear to specification must be quoted against the relevant item in the Bill of quantities. The remaining alternative prices must be furnished separately.
- 26.6 The unit prices quoted in the Bill of Quantities must include for such small installation materials as are required for the complete installation in accordance with the specification.

**27. LIFT INSTALLATION**

N/A

## **PART C4: SITE INFORMATION**

## **C4 SITE INFORMATION**



## PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	<b>WARDEN SAPS: REPAIR AND MAINTENANCE TO ELECTRICAL; STRUCTURAL AND CIVIL ELEMENTS TO THE STATION AND DETECTIVE OFFICE</b>		
Tender no:	BL22/024	Reference no:	4/2/1/1/10/6722

### C4 Site Information

#### 1. GENERAL

- (a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*
  - (b) *The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.*
2. *The following serves as a guideline only with regard to the type of items to be included in the Site Information.*
- (a) Alterations and renovations to be done to buildings at Warden SAPS (Community Service Centre, Diesel Store, Generator Room, Kitchen, Conference, Cell Block, Ablutions, Detective Service Office, Carport, House 20, House 50, House 70);

#### Building Work

Work consists of; - new paving, storm water drainage, water supply, soil drainage, external covered area, etc. New roof coverings, replacing of ceilings. New floor coverings. Replacing all sanitary fittings and plumbing. Replacing of all damage windows, doors and ironmongery. Servicing of doors and windows etc. Repaint buildings. Replacing and renovation of electrical installation. Removal of asbestos panels by specialist where necessary