



THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM16/2025-2026/E03

**APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR
IMPLEMENTATION OF ENERGY EFFICIENCY AND DEMAND SIDE
MANAGEMENT (EEDSM) PROGRAM AROUND VARIOUS VILLAGES OF
THEMBISILE HANI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR
A PERIOD OF 24 MONTHS**

SCOPE OF WORK



THE SCOPE OF WORKS

1.1. Employer's objectives

The Employers objective is to replace inefficient technologies with efficient technologies in buildings, street lighting, water purification and pumping plants

1.1.1. *Bidders must note that preference will be given to locally based companies and that this bid may be awarded to more than one company.*

1.2. Overview of the works

The Employers objective is to replace inefficient technologies with efficient technologies in buildings, street lighting, water purification and pumping plants

1.3. Extent of the works

1.3.1. The works entails the following:

- Contractor's site establishment, maintenance thereof and removal after completion.
- Site Establishment
- Replacement of inefficient technologies with efficient technologies in buildings, public and street lighting, and water purification and pumping plants
- Monitoring of electricity consumption and savings post-retrofitting period.
- Capacity building and training
- Energy efficiency awareness campaign
- Crushing of the retrofitted electrical component
- Dealing with a nominated CLO and local Project Steering Committee regarding social aspects and local labour recruitment.

1.4. Location of the works

Various wards within Thembisile Hani Local municipality

1.5. Temporary works

1.5.1. The following items shall generally form most temporary works required under this Contract, however, shall not be limited to such, and might be expanded or changed by the Engineer should circumstances on site validate such decisions.

1.5.2. These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Provide temporary fencing around Contractor's camp site and Contractor's site office;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc as required;
- Setting out of the works by the Contractor;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Engineer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;
- Attend official Site Meetings scheduled and chaired by the Engineer and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme.

1.6. ENGINEERING



1.6.1. DESIGN

- a) The Employer is responsible for the design of the Permanent Works as reflected in the Contract Documents unless otherwise stated.
- b) The Contractor is responsible for the design of the Temporary Works and their compatibility with the permanent Works.
- c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

1.7. EMPLOYER'S DESIGN

- 1.7.1.** The Employer is responsible for the design of the entire scope of works, including all peripheral repair and site works.

1.8. CONTRACTOR'S DESIGN

- 1.8.1.** Where Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

2. Drawings

- 2.1.** The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.
- 2.2.** The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.
- 2.3.** All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.
- 2.4.** The Drawings prepared by the Employed for the permanent Works are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.
- 2.5.** The following drawings are attached to the document:

Not Applicable

2.6. DESIGN PROCEDURES

- 2.6.1.** New and existing infrastructure will be considered under this contract.

3. SUBCONTRACTING

- 3.1.** The contractor will be required to sub-contract at least of **15%** of the value of the construction work to designated local sub-contractors, suppliers and/ or SMME's identified by the engineer on behalf of and/ or in liaison with the employer, which will be selected from a local database.

4. CONSTRUCTION

4.1. GENERAL SPECIFICATION

- 4.1.1.** This section of the Contract documents should be read together with all other sections and Standardized and Particular Specifications included in the Contract documents or Standardized Specifications



mentioned in the Contract documents, but separately available. The documents should be read and interpreted jointly to determine the full requirements of the Contract.

4.2. SITE ESTABLISHMENT

4.2.1. The Contractor is responsible for Site Establishment. The construction yard will not be serviced, and the Contractor shall make arrangements to connect all necessary services to specific points. The Contractor shall bring to the Site all his necessary construction equipment and install all stationary construction equipment and plant at locations and in the manner accepted by the Engineer. The Contractor shall submit sufficiently detailed plans showing the proposed locations of such stationary equipment and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been accepted by the Engineer.

5. Services and facilities provided by the Employer

5.1. Source of water supply

5.1.1. The Contractor shall make his own arrangements for the supply of water for construction and testing purposes. The Contractor will be required to supply, install, operate, and maintain at his cost, such temporary pipework and storage facilities as may be necessary to ensure sufficient supply. The supply shall be metered. The Contractor will also be required to pay all connection fees, cost of water drawn from the water supply authority's system at the ruling tariffs in force at the time as well as include all such requirements throughout the duration of the Contract.

5.2. Source of power supply

The Contractor shall make his own arrangements temporary power supply for construction purposes. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges for whatever temporary power supplies he may require for his use on the site as well as include all such requirements throughout the duration of the Contract.

6. Facilities provided by the Contractor

6.1. Contractor's camp

6.1.1. On this Site, the Contractor shall be responsible in establishing the final grade for his site establishment requirements including; construction offices, storage areas, warehouse, machine and repair shops, fuel tanks, storage tanks, power and water distribution lines and provide such related facilities and sanitary conveniences that are necessary for maintaining health, peace and order, and safety in the work areas. The positions of all buildings constructed by the Contractor for his own use will be subject to the acceptance of the Engineer. Temporary and permanent fencing around the Contractor's Site establishment areas and electrical and mechanical apparatus connected to the electrical supply shall be erected by the Contractor where needed. On completion of work on Site, buildings constructed by the Contractor for his own use shall be demolished, including foundations, and the ground reinstated. Underground services to these buildings shall be removed.

6.1.2. The Contractor shall be responsible for all temporary services required by him both for the site establishment area, camp site and for construction purposes, including water, electricity, sewage, and communication facilities.

6.1.3. Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated. All such accommodation shall be subject to the approval of the Engineer who shall always have free access to the premises.

6.1.4. In addition to the above, the Contractor shall provide one toilet per 10 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ration of the sexes. The toilets shall be in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the regular removal of night soil. The Contractor is to ensure portable toilet facilities are cleaned on a regular basis.



6.2. Storage and laboratory facilities

6.2.1. The Contractor shall provide all storage and laboratory facilities required for the proper execution of the works.

6.3. Other services and facilities

6.3.1. The requirements of the Engineer's Site establishment are detailed in Project Specification PSA and PSAB.

6.4. Disposal of refuse

6.4.1. The Contractor shall be responsible for the disposal of refuse and waste generated by his staff daily. The site is to be kept clean, neat, and tidy, to the Employer's satisfaction.

6.5. Telephone facilities

6.5.1. The Contractor is to provide his own telephone facilities as well as facilities for the use of the Engineer, or his representative for the duration of the Contract.

6.6. Housing facilities

6.6.1. The Contractor will not be required to provide housing facilities for the Engineer's staff. No accommodation for the Contractor's employees will be permitted on site.

6.7. Notice boards

6.7.1. The Contractor will be permitted to display two notice boards advertising his Contract on or near the Site or access points to the project area. The notices shall be of a form and in a position accepted by the Engineer and shall include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the acceptance of the Engineer.

6.8. Site usage

6.8.1. Working with road reserves, Eskom servitudes, etc.

6.8.2. The Contractor is to confine his activities strictly to the indicated working areas and to the spoil sites and the direct access roads to these. He shall not work outside his designated working areas except with the prior approval of the Employer, in writing. It is advised that the Contractor takes note of damaged structures or parts thereof and report these to the Engineer in writing before work starts at or near an existing structure to prevent possible disputes with the occupant or owner.

6.9. Site safety and precautions against nuisance

6.9.1. The Works is to be conducted within residential areas with pedestrian and vehicular traffic. The watching, barricading, lighting, and traffic control on site shall be carried out where required in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to.

6.9.2. Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted between the hours of 07:00 and 17:00 only. Any work outside normal working hours requires written approval by the Engineer 24 hrs in advance.

6.9.3. Dust suppression is required for all earthworks activities prone to form excessive dust. Any rock or debris falling from trucks on any haul road shall be removed immediately. Precautions shall be taken to prevent fouling of the site and public roads by trucks. The Engineer may instruct the Contractor to clean roads where any material or debris deposited by any construction vehicle may constitute a danger to the public.

6.9.4. The Contractor is solely responsible for the security of his camp, plant, and materials. The Contractor is to familiarize himself with the locality of the proposed site and allow sufficient security measures to protect the works. The Employer will not be held responsible for any damages, theft or



6.10. Permits and wayleaves

6.10.1. The Employer will make the arrangements for all security access permits and wayleaves necessary within the Works.

6.11. Alterations, additions, extensions, and modifications to existing works

6.11.1. Interfaces with existing works are indicated on the relevant drawings as far as possible. The Contractor shall take note of these and make appropriate allowances for dealing with, and where necessary, making modifications or tying into these services.

6.12. Inspection of adjoining properties

6.12.1. The Contractor will be required to inspect all properties within 50m radius of any excavation on site before and after completion of the works. A detailed written and photographic record of the inspections is to be submitted to the Engineer and Client prior to excavation activities commence.

6.13. Water for construction purposes

6.13.1. The Contractor is required to construct and maintain standpipes for construction water.

6.14. Survey control and setting out of works

6.14.1. Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate of any missing or damaged pegs and beacons to the Engineer's Representative, who shall verify the facts and return a countersigned copy of the report to the Contractor. Other than in the case of setting out pegs, the Contractor will be held responsible for the replacement by a registered land surveyor of all beacons or pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations.

6.14.2. Survey records of beacons, bench marks, etc., replaced shall be submitted to the Engineer. Attention in this regard is drawn to Sections 35(1) and (2) of the Land Survey Act of 1927 which lays down the penalties applicable to those who are responsible for interfering with permanent survey beacons, bench marks, reference marks or trigonometric stations.

7. PLANT & MATERIALS

7.1. Materials supplied by the Employer

7.1.1. No materials will be supplied by the Employer. The construction yard will not be serviced, and the Contractor shall arrange to connect all necessary services.

7.2. Materials, samples, and shop drawings

7.2.1. All materials required for incorporation into the permanent works are to be supplied by the Contractor. Where possible, these materials shall be sourced from within the area, considering availability of supply, price, and continuity of supply. In-situ material can be used where suitable. Spoiling and spreading of material will not be permitted on site and suitable temporary stockpile areas must be identified by the Contractor and approved by the Engineer prior to stockpiling.

8. CONSTRUCTION EQUIPMENT

8.1. The Contractor shall provide all construction equipment and plant necessary to complete the works.

8.2. Requirements for equipment



8.2.1. All construction equipment shall be used for the purpose that it was designed for, should be in good working condition and shall be used in a safe manner and shall comply with all relevant legal and roadworthy aspects.

8.3. Equipment provided by the Employer

8.3.1. The Employer will not provide any plant and equipment required for construction purposes. All equipment and plant required shall be provided by the Contractor.

9. **EXISTING SERVICES**

9.1. Known services

9.1.1. The position of the known existing services is indicated on the layout drawings as far as reasonably possible. The Contractor shall, however, take note of the fact that this is a developed site which is adjoined and crossed by many services. The Contractor must therefore make provision for suitable means of locating and accommodating all services, including those not known or shown on the drawings. This, however, does not relieve the Contractor from responsibility of verifying if any additional services are present in the area by searching and probing the terrain in question for any existing services or indications of the presence of such services. The Contractor shall at all times exercise the utmost care when working in their vicinity and shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

9.2. Treatment of existing services

9.2.1. Work will be carried out in the vicinity of existing services and all such services shall remain in operation at all times, except where arrangements have been made for the interruption of the service for the purposes of carrying out the Works under this Contract.

9.2.2. Existing overhead and underground services may be indicated on drawings held by the respective service providers. Should the Contractor find evidence of possible buried services, he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on an appropriate course of action to be taken.

9.2.3. The Contractor shall be responsible for checking the locations of all services and to ensure that no damage is caused by construction operations.

9.2.4. The Contractor, before starting any excavations or where indicated in the scope of work or site information that underground services either cross or are located adjacent to the Works that is to be constructed, such services shall be exposed by hand ahead of trenching operations to enable any changes that might be needed in the design of the pipelines to be made timeously. Care shall be taken in exposing such services to avoid damaging them. An item has been allowed for in the Bill of Quantities for hand excavation or other methods to search for existing services.

9.2.5. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

9.3. Use of detection equipment for the location of underground services

9.3.1. The Contractor shall be allowed to use non-intrusive equipment for the location of existing services if so agreed. Should excavation be required to identify and or expose any services this shall be for the account of the contractor and shall only proceed once the relevant permits or approvals have been issued by the Employer.

9.4. Damage to services

9.4.1. Should any existing services be damaged by the Contractor, the Engineer shall be informed immediately. The Contractor shall repair the damaged service if so instructed by the Engineer or shall assist in the repair of the service as instructed by the Engineer at the Contractor's own cost.



9.5. The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

10. Procurement

10.1. Preferential procurement procedures

10.1.1. The works shall be executed in accordance with the Preferential Procurement Policy Framework Act
10.1.2. and Preferential Procurement Regulation 2011.

C3.3 PROJECT SPECIFICATION: ELECTRICAL

PSA WORKS & TECHNICAL INFORMATION: ELECTRIFICATION

SCOPE

Replacement of inefficient technologies with efficient technologies in buildings, street lighting, water purification and pumping plants, which includes:

TEMPORARY WORK

- Clearing site and surroundings to create accessible working areas as required;
- Provide temporary fencing around Contractor's camp site and Contractor's site office;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc as required;
- Setting out of the works by the Contractor;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Engineer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;



- Attend official Site Meetings scheduled and chaired by the Engineer and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction program.

PERMANENT WORK

- Contractor's site establishment, maintenance thereof and removal after completion.
- Site Establishment
- Replacement of inefficient technologies with efficient technologies in buildings, public and street lighting, and water purification and pumping plants
- Monitoring of electricity consumption and savings post-retrofitting period.
- Capacity building and training
- Energy efficiency awareness campaign
- Crushing of retrofitted electrical component
- Dealing with a nominated CLO and local Project Steering Committee regarding social aspects and local labour recruitment.

RESTRICTIONS IN PROVIDING THE WORKS

- a) Visit every resident and arrange access for mid-block electrification.
- b) Treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.
- c) Foster close relationships with recognized community structures.
- d) Staff other than key contractor -staff is employed from the local community.
- e) Definition of completion: The works are to be completed in accordance with the specifications in all respect and taken-over by the employer, except cleaning of the site and breaking of camp which may be done within 1 week after completion.
- f) All services shall be in accordance with Eskom distribution services standard and specifications



TECHNICAL SPECIFICATIONS

Note: Unless otherwise specified the material shall be in accordance to the specifications listed in the ESKOM NEC small works contract.

WORK SPECIFICATION

C3.4 PARTICULAR SPECIFICATION: ELECTRICAL

C3.4.1 CONSTRUCTION SPECIFICATIONS

C3.4.1 Applicable 1200 Standards

The Standard Specifications for all associated Electrical work applicable to this Contract shall be:

- SANS 10400-XA (2021)
- SANS 50010 (M &V)
- SANS 50001
- SANS 941
- SANS 1544:2014
- SANS 204

C3.4.2 Particular Generic Specifications

C3.4.3 Plant and Materials

The Contractor shall avail the following plant and equipment on the site as and when required, together with operating personnel:

- (a) road traffic signs, materials for barricading and lighting and all other items necessary for ensuring public safety and convenience. The Contractor shall furnish all labour required for the erection, maintenance and removal of these items and materials;
- (b) mechanical and power tools, when ordered to do so by the Engineer;
- (c) hand tools and equipment such as shovels, picks, etc, which may, in the opinion of the Engineer, be required for the execution of the works;
- (d) forms for the casting of cast-in-situ concrete for floors and slabs. The Contractor shall supply all labour required for the erection, stripping and cleaning of forms; and
- (e) any other plant and equipment deemed necessary for the execution of the Works

Unless otherwise indicated in the contract documents, the Contractor shall provide all such plant and equipment complete with operating personnel, fuel and power as required.

If the Contractor fails, in the opinion of the Engineer due to his own negligence, to enable the plant or equipment to be efficiently or fully utilised, the costs of under-utilisation of plant or equipment shall be borne by the Contractor to the extent determined by the Engineer.

C3.4.3.1 Transportation of labourers



The labour employed on this contract shall be local labour, hence there should be no need for transportation of labourers to site.

C3.4.3.2 Training

The Contractor shall undertake the training of the labourers. The training shall be a day long and shall cover the key features of the pipeline installation. In addition, the course shall cover the health and safety issues to be observed by all labourers for the duration of the project. At the end of the project the Contractor shall issue certificates to all deserving labourers.

C3.4.4 Construction Equipment

C3.4.4.1 Plant and Equipment for Construction

The Contractor shall ensure that adequate equipment is available for the entire pipe construction operation.

The Tenderer shall include full details in his Tender of the tools he intends to use, its capabilities and the age of the equipment, as well as written proof from the Licensor, that he is the duly appointed Licensee allowing him to use the said tool in the RSA and that due royalties are paid up to date.

Failure by the Tenderer to give full details of the tool he intends to use will render his tender incomplete.

C3.4.5 Existing Services

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

C3.4.6 Site Establishment, Facilities Available and Required

The Contractor shall be obliged by Thembisile Hani Local Municipality to establish a site camp in the vicinity of the Works. Thembisile Hani Local Municipality will not provide any facilities to the Contractor. The Contractor shall make his own arrangements for a campsite.

The Contractor shall be required to establish and maintain facilities for the Engineer at the Contractors campsite and for the nameboards to be placed at the Works. Furthermore, the Contractor shall be required to provide own water, communications and power supply.

C3.4.7 Site Usage



- 1) The Tenderer shall visit the Site of the Works and shall satisfy himself as to the means of access and all matters affecting the Works, including the extent to which mechanical plant can be used for executing the Works.
- 2) Visits to the site shall be at the sole risk of the Tenderer and the Employer shall not be liable for any loss or damage to persons or property as a result of or arising from the site inspection.

C3.4.8 Permits and Wayleaves

Way leaves shall be required for this project.

C3.4.9 Alterations, Additions, Extensions and Modifications to Existing Work

No alterations, additions, extensions and modifications to existing works under this contract.

C3.4.10 Inspection of Adjoining Properties

The contractor is to undertake an inspection and investigation of the extent to which adjoining properties are affected in terms of encroachment, damage to property and safety in and around the vicinity of the construction site.

C3.4.11 Water and Electricity for construction purposes

- (1) Tenderer shall make his own arrangements for temporary water supply.
- (2) Arrangements for temporary services supplied by other authorities (eg. Telkom, Eskom) shall be made by the Contractor with the authority concerned.

C3.4.12 Survey Control and Setting out of the Works

The Contractor will be responsible for the setting out of the works. The Engineer or his duly authorized representative will approve of the setting out positions before excavation can commence.

The Contractor shall record the setting out of the works in an approved format. Where there are variations with Construction drawings/Site instructions; such variations shall be discussed with the Engineer and his or her approval sought prior to ordering of material.

C3.4.13 Accommodation and Care of Employees

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his/her obligations either in contract or in delict.

Applicable labour laws



The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

C3.4.13.1 Introduction

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

C3.4.13.1.1 In this document –

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

C3.4.13.2 Terms of Work

C3.4.13.2.1 Workers on a SPWP are employed on a temporary basis.

C3.4.13.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

C3.4.13.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

C3.4.13.3 Normal Hours of Work

C3.4.13.3.1 An employer may not set tasks or hours of work that require a worker to work–

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

C3.4.13.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

C3.4.13.3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.4.13.4 Meal Breaks



C3.4.13.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

C3.4.13.4.2 An employer and worker may agree on longer meal breaks.

C3.4.13.4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

C3.4.13.4.1 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.4.13.5 Special Conditions for Security Guards

C3.4.13.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

C3.4.13.5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.4.13.6 Daily Rest Period

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

C3.4.13.7 Weekly Rest Period

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

C3.4.13.8 Work on Sundays and Public Holidays

C3.4.13.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

C3.4.13.8.2 Work on Sundays is paid at double the ordinary rate of pay.

C3.4.13.8.3 A task-rated worker who works on a public holiday must be paid –
(a) the worker's daily task rate, if the worker works for less than four hours;
(b) double the worker's daily task rate, if the worker works for more than four hours.

C3.4.13.8.4 A time-rated worker who works on a public holiday must be paid –
(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

C3.4.13.9 Sick Leave

C3.4.13.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.



- C3.4.13.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- C3.4.13.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- C3.4.13.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- C3.4.13.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- C3.4.13.9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- C3.4.13.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- C3.4.13.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
(a) absent from work for more than two consecutive days; or
(b) absent from work on more than two occasions in any eight-week period.
- C3.4.13.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- C3.4.13.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
- C3.4.13.10 Maternity Leave**
- C3.4.13.10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- C3.4.13.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- C3.4.13.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- C3.4.13.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- C4.13.10.5 A worker may begin maternity leave –
(a) four weeks before the expected date of birth; or
(b) on an earlier date –
(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
(ii) if agreed to between employer and worker; or
(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.



C3.4.13.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

C3.4.13.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

C3.4.13.11 Family responsibility leave

C3.4.13.11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

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

C3.4.13.12 Statement of Conditions

C3.4.13.12.1 An employer must give a worker a statement containing the following details at the start of employment –

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

C3.4.13.12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

C3.4.13.12.3 An employer must supply each worker with a copy of these conditions of employment.

C3.4.13.13 Keeping Records

C3.4.13.13.1 Every employer must keep a written record of at least the following –

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

C3.4.13.13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.4.13.14 Payment

C3.4.13.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

C3.4.13.14.2 A task-rated worker will only be paid for tasks that have been completed.



- C3.4.13.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- C3.4.13.14.4 A time-rated worker will be paid at the end of each month.
- C3.4.13.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- C3.4.13.14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- C3.4.13.14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- C3.4.13.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- C3.4.13.14.3 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- C3.4.13.15 Deductions**
- C3.4.13.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- C3.4.13.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- C3.4.13.15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- C3.4.13.15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (f) pay the employer or any other person for having been employed.
- C3.4.13.16 Health and Safety**
- C3.4.13.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.



- C3.4.13.16.1 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the SPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.4.13.17 Compensation for Injuries and Diseases

- C3.4.13.17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- C3.4.13.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- C3.4.13.17.3 The employer must report the accident or disease to the Compensation Commissioner.
- C3.4.13.17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.4.13.18 Termination

- C3.4.13.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- C3.4.13.18.2 A worker will not receive severance pay on termination.
- C3.4.13.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- C3.4.13.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- C3.4.13.18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.4.13.19 Certificate of Service

- C3.4.13.19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;



- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
any other information agreed on by the employer and worker.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 Planning and Programming

The Contractor shall be required to commence with execution of the Works within 14 days from the date of delivery of the Letter of Acceptance, realistic program of Works, cash flow projections and obliged to all contractual requirements.

The cash flow shall include details of anticipated monthly expenditures based on the program and shall be in the form of a bar chart with a calendar week as the time scale. The program shall list key construction activities and indicate their duration, weekly production rates and their relation to other activities thereby defining a critical path to the Due Completion Date. The monthly expenditures shall be the net value of construction and shall not include contingencies and VAT.

The program shall make allowance for all public holidays, builders' holidays and rain. The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress.

C3.5.2 Sequence of the Works

The work to be performed under this Contract includes the supply of all equipment, labour and plant for the installation of toilets.

Notwithstanding any changes that the Engineer deems necessary, the sequence of the works shall be as follows:

Notification of the public about the works.

Maintaining good public relations with Thembisile Hani Local Municipality's customers and the public.

C3.5.3 Software application for Programming

The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress. As long as the programme is clear and legible it would be accepted. It is recommended that MS Projects, Project Scheduler Sure Track or MS Excel be used to prepare a construction programme schedule.

C3.5.4 Quality Plans and Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all



transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control will be deemed to be included in the rates tendered for the related items of work.

On completion and submission of every part of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with proof of quality in the form of a data pack containing measurements and levels to indicate compliance with the scope of work.

C3.5.5 Accommodation of Traffic on Public roads

The contractor shall make available on site at all times sufficient all equipment and material for watching, barricading, lighting and traffic signs for work on public roads and access to private properties.

C3.5.6 Other Contractors on Site

Should the Contractor sub-lets a portion of the works to local SMME's as subcontractors. The Contractor shall be expected to enter into a contract with the subcontractor(s) in accordance with the requirements of Clause 6 of the General Conditions of Contract.

C3.5.7 Testing, Completion, Commissioning and Correction of Defects

The contractor shall allow in his general inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer. The contractor shall make good any defects prior to commissioning of the works.

C3.5.8 Format of Communications

The Contractor and Employer shall follow the communication protocol through the Engineer or his duly authorized representatives. Communication media applicable shall be site meetings, telephone, fax, letter and email.

C3.5.9 Key Personnel

The key role players involved or associated with the contract are listed below with references made to the General Conditions of Contract.

The Employer (GCC, Clause 1.1.14)
The Engineer (GCC, Clause 1.1.15)
The Engineer's Representative (GCC, Clause 1.1.16)
The Contractor (GCC, Clause 1.1.8)
The Contractor's Site Agent (GCC, Clause 22.2)
Responsible person in terms of the OHS Act

C3.5.10 Management Meetings

The Contractor shall attend site meetings with representatives of the Employer and the Engineer at dates and times to be determined by the Employer. Such meetings will be held to evaluate the progress of the Contract and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise but not matters concerning the day to day running of the Contract.

C3.5.11 Forms for Contract Administration



Refer to Returnable Documents Volume 1 for contract related forms that should be completed.

C3.5.12 Daily Records

A daily diary, site instruction book, both in triplicate and safety documents are to be provided and kept by the Contractor on site and updated on a daily basis. All copies will be forwarded to Thembisile Hani Local Municipality after completion of this contract.

C3.5.13 Bonds and Guarantees

The Contractor shall within twenty one (21) days from the date of the Letter of Acceptance provide the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance Company to the satisfaction of the Employer in the form included in the Tender Documents, for an amount equal to ten per cent (10%) of the Tender Sum, for the due and punctual fulfilment and completion of all contractor's obligations under the Contract and no Extension of Time.

Or any variation of the Contract nor the determination of the Contract by the Employer in terms of Clause 56 hereof shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond, and the cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor; the Surety Bond to be released upon issue of the Engineer's Certificate of Completion, unless otherwise stated in the Appendix.

C3.5.14 Payment Certificates

Measurements will be done continuously between the Engineer and the Contractor on dates and time agreed on. Dates must be arranged by these parties.

The progress of the following items will be recorded hereunder:

The contractor will provide a concept with quantities to the Engineer. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.

After the payment certificate has been approved by the Engineer, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.

Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

C3.5.15 Permits

The contractor shall fulfill all way leave requirements/permits prior to construction.

C3.6 FEATURES REQUIRING SPECIAL ATTENTION

C3.6.1 Security

The contractor shall be responsible for the security of his personnel, materials and construction plant on and around the site of the Works and for the security of his camp, and the personnel of



the Employer and Engineer. Should the Contractor not take sufficient measures in this regard, the Employer will not process any payment certificates.

C3.6.2 Operation of valves

It shall be necessary to isolate a portion of the reticulation to execute the Works. The Contractor shall not operate any valves. Requests for isolation of the pipe section shall be made to the Thembekele Hani Local Municipality Regional Depot, at least (7) working days in advance.

C3.6.3 Work Outside Normal Working Hours

Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays and also 07:00 to 13:00 on Saturdays.

No work outside normal working hours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Engineer and all additional costs arising out of such work shall be entirely to the Contractor's account.

C3.6.4 Sanitary Facilities

The Contractor shall provide, maintain and finally remove from site proper sanitary accommodation at each work front. Sanitary accommodation provided shall be properly screened and its use strictly enforced. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a very clean condition at all times.

C3.6.5 Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his/her best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the community and shall at all times maintain good public relations with Thembekele Hani Municipality's customers and the public. The Contractor shall at all times, keep the Engineer fully informed of progress and planned interruption on all matters affecting the community.

C3.6.6 Notice and Warning to Consumers

The Contractor will arrange for the warning of the public of any shutdown of supply necessary in his opinion for the proper execution of the Works. The Contractor must, however, give at least 10 (ten) days' notice to the Engineer of his requirements in this respect. Notice costs to be provided for in the tender price. Assistance in connection to Notices and Warning to Customers can be obtained from Thembekele Hani Local Municipality Customer Service at this Number (013) 986-9100.

C3.6.7 Continuity of Water Supply to Consumers

Every effort must be made to ensure continuity of water supply to the consumers. No consumer may be left without water overnight. In cases where a consumer has to be given water after the Contractor has left the site for the night, a penalty of R 1,000-00 will be deducted from the payment certificate.

C3.6.8 Conditions and Procedures for Service Agencies



The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant service authority.

Way leaves will be provided by the Engineer but the positions of existing services on the attached drawings are not guaranteed nor the liability of Thembisile Hani Local Municipality.

C3.7 HEALTH AND SAFETY

The following particular and generic specifications are applicable to this contract.

(1) Occupational Health & Safety

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

C3.6.1.1 Framework for an occupational health and safety plan

C3.6.1.1.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principal Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- “Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer’s Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

C3.6.1.1.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.



- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-Contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

C3.6.2 Contents of an occupational health and safety plan

C3.6.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

C3.6.2.1.1 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - Regular liaison between parties on site.
 - Consultation with the workforce.
 - The exchange of design information between the Employer, designers, supervisors and Contractors on site.
 - Handling design changes during the project.
 - Selection and control of Contractors.
 - The exchange of Occupational Health and Safety information between all Contractors.
 - Security.
 - Site induction and onsite training.
 - Facilities and first-aid.
 - The reporting and investigation of accidents and incidents.
 - The production and approval of risk assessments and method statements.
 - Site OH&S rules.
 - Fire and emergency procedures.
 - Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
 - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

C6.2.1.2 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

C3.6.2.1.3 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.



- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

C3.6.2.1.4 Health risks

- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

C3.6.2.1.5 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

C3.6.2.1.6 Working environment

- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on "As Built" drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

C3.6.2.1.7 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

C3.6.2.1.8 Preparation of an occupational health and safety operational reference file/manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.



C3.6.2.1.9 Following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.
- Appointment of a health and safety officer in writing.

C3.6.2.1.10 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with Contractors / mandatory's
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist Contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications



(regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.3 PROTECTION OF THE PUBLIC

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.6.4 BARRICADES AND LIGHTING

All excavation must be marked with drum, reflecting tape and warning signs to satisfaction of the engineer and OHS appointed official.

C3.6.5 MEETINGS

If the main contractor misses two meetings, the Client will terminate their contract.



ELECTRICITY STANDARDS

SANS 1507/2002 – Cable Specifications
 SANS 10142 – Code of practice for the wiring of premises
 SABS 780 – Transformer Specifications Standards
 SABS 0225 – Pole Design Standard

Note: all the Electricity Related Construction Works must be done following Eskom Standards.

The contractor is to take note of the standards and specifications as listed in the table below.

SPECIFICATION NO.	TITLE /DESCRIPTION OF STANDARD AND SPECIFICATION	DATE OF REVISION	TICK IF PUBLICLY AVAILABLE
SCSASAAMO	ESKOM DISTRIBUTION STANDARD PART 0: STRUCTURES, DEFINITIONS, ABBREVIATIONS AND EXEMPTIONS.	REV 1	
SCSPVABF3	ESKOM DISTRIBUTION STANDARD PART 0: OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS TO BE MET BY CONTRACTORS AND SUB-CONTRACTORS EMPLOYED BY ESKOM	REV1	
SCSASAAL9	ESKOM DISTRIBUTION STANDARD PART 2: MV AND LV RETICULATION EARTHING.	REV 2	
SCSASAAM2	ESKOM DISTRIBUTION STANDARD PART 3: LV OVERHEAD RETICULATION.	REV 4	
SCSAGAAF5	ESKOM DISTRIBUTION STANDARD PART 3: LV PROTECTION PHILOSOPHY.	REV1	
SCSASAAP2	ESKOM DISTRIBUTION STANDARD PART 4: 22KV OVERHEAD RETICULATION UP TO HARE/OAK CONDUCTOR.	REV0	
SCSASAAS3	ESKOM DISTRIBUTION STANDARD PART 8: ELECTRIFICATION	REV 2	
SCSASABZ1	HANDING OVER DOCUMENTATION: MAJOR/MINOR RETICULATION ELECTRIFICATION	REV0	

List of specifications

NOTES TO TABLE:

- a) This is a list of all the specifications and other documentation referenced or described as being part of the works information.
- b) The list includes publicly available standard specifications which may not be attached, but which are part of the works information.



- c) Variations to standard specifications are also listed as applicable and are attached.
- d) A detailed description of each part of the works, including a bill of quantities, is attached to this document.
- e) The contractor must be in possession (on site) of the latest Eskom distribution standards, parts 2, 3, 4, 8 and 9. Failure to adhere to this requirement may lead to the termination of this contract.

TABLE: REFERENCE TO NATIONAL AND INTERNATIONAL STANDARDS

Topic	Document
Aerial Bundled Conductor	SABS 1418, Part 1 to 3 DTS 0105 (NRS 018)
Bolts and Nuts	SABS 135
Bolts, Eye	SABS 178
Busbars	SABS 1195
CNE	
Cables, installation of electric	SABS 1268: 1979
Cables, low voltage	NRS 016: 1991
Cables, medium voltage	SABS 0198: 1988
Cables (house service split concentric)	NRS 012: 1991
Cable Glands	NRS 013:1991
Cables Ties	DTS 0084 (NRS 017)
Clamps (strain for split concentric)	SABS 808
Clamps (suspension for split concentric)	DTS 0086 (NRS 020)
Clamps Strain	
Clevis Tongue Adaptor (Twisted)	SABS 178
Clips for Wiring	SABS 178
Compression Fittings	
Concrete Poles	BS 3250 Part 1 (Tests) SABS 470
Conductor ACSR/AAC and AAAC	DTS 0106
Conductor, Covered	SABS 182
Conduit	DTS 0087 (NRS 021)



Topic	Document
Connectors, lug/ termination	
Connectors, insulation piercing	NRS 028
Conductor, mid-span/ full tension	EDF 6737/ HN 33 E60
Connectors	(Main cable 350 mm ² to 70mm, take-off 6mm to 35 mm)
Cross Arm Braces	SABS 0162
	SABS 1200 H/HA
Cross Arms	
D Fuses	SABS 0162
	SABS 1200 H/HA
Earthing Rods	DTS 0048 Rev 0
Electricity Dispenser	
Fitting (strain and suspension)	SABS 1063
ABC	SABS 0199
Fuse Holder	SABS 1524-1
Fuses	NRS 009-1
	DTS 0105 (NRS 018)
Galvanizing	SABS 172
	SABS 763: 1988
Harness Wiring	SABS 935
Insulator Hardware	IEC/ NWS 1536
Insulator Spindle	DTS 0092
Isolator	SABS 0162
	SABS 1200 H/HA
Line Construction	NWS 1512
Links Trilinks	IEC/ NWS 1536
Links, ganged 3 phases (isolators)	IEC/ NWS 1536
Link, pull Stick (Knife links)	IEC/ NWS 1536
Links, single Pole "Hulinks"	IEC/ NWS 1536
Long Rod Insulators	DTS 0092



Topic	Document
Miniature Circuit Breakers OHASA Act (1993) and it's regulations and amendments	SABS 156
Pole Top Service Box	DTS 0104 (NRS 032)
Post Insulators	DTS 0092
Preformed Tension Wraps	SABS 178
Preformed Ties	
Ready Boards	DTS 0085 (NRS 019)
Reticulation LV	DTS 0090 (NRS 023)
Road crossing standard	DTS 0060
Safety on Construction Sites	NWS 1058
Service box	DTS 0104 (NRS 032)
Stainless Steel Straps and Buckles	
Stay Assemblies	BS 16
Stay Attachment Brackets	SABS 0162
Stay Insulators	
Stay Wires	SABS 182, Part 5
Surfix Wiring	SABS 1507
Surge Diverters	NWS 1108
Symbolic Safety Signs	SABS 186: 198
Transmission line hardware	NWS 1827
Washers	SABS 135
Wire, PVC Covered	SABS 182
Wire Rope Grips	BS 462
Wood Poles, pine gum	SABS 753
	SABS 754





Guidelines and Recommended Practices

Title	Document
<p>Overhead Reticulation: Recommended Practice for Low Cost Urban Reticulation</p> <p>Eskom Electrification Standard : Volumes 1 & 2</p> <p>Code of Practice for the Application of CNE on Low Voltage Distribution Systems.</p> <p>Power Line Crossing of Proclaimed Roads, Railway Lines, Tramways and Important Communication Lines.</p> <p>Code of Practice for Joint use of Structures for Power and Telecommunication Lines.</p>	<p>NRS 023: 1991 (DTS 0090)</p> <p>NRS 016 : 1991 (DTS 0103)</p> <p>DTS 0060 z</p> <p>NRS 043 of 1997</p>