



**SEKHUKHUNE**  
District Municipality

Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470  
Tel : (013) 262 7300, Fax: (013) 262 3688  
E-Mail : [sekinfo@sekhukhune.co.za](mailto:sekinfo@sekhukhune.co.za)

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**Reference no: SK8/3/1-20/2021/22**

**A Tender for Category 7CE or higher CIDB Registered Contractors**

**NOVEMBER 2021**

<b>ISSUED BY:</b> Sekhukhune District Municipality Private Bag X8611 Groblersdal 0470 Contact Person: Mr Voster Masemola Director Supply Chain Management Telephone: 013 262 7656	<b>PREPARED BY:</b> HWA Engineers & Project Managers P.O Box 3472 Polokwane 0700 Tel: 015 297 5906 Fax: 086 246 0744 Email: <a href="mailto:admin@hwaeng.co.za">admin@hwaeng.co.za</a>
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Registered Name of Bidder:	
Trading Name of Bidder:	
Registration No. of Entity:	
Postal Address of Bidder:	
Contact Person:	
Tel. No:	E-mail Address:
Cell No.	Fax No:
CIDB CRS Number(s):	
Tender Amount	

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

**SEKHUKHUNE DISTRICT MUNICIPALITY****LIMPOPO PROVINCE****DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

DESCRIPTION		COLOUR
<b><u>PORTION 1: TENDER</u></b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	
	T2.1 LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE SCHEDULES	Yellow
<b><u>PORTION 2: CONTRACT</u></b>		
<b>PART C1</b>	<b>AGREEMENTS AND CONTRACT DATA</b>	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	Yellow
	C1.4 SAFETY AGREEMENT	Yellow
<b>PART C2</b>	<b>PRICING DATA</b>	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 BILL OF QUANTITIES	Yellow
<b><u>PORTION 3: SCOPE OF WORK</u></b>		
<b>PART C3</b>	<b>SCOPE OF WORK</b>	
	C3.1 DESCRIPTION OF THE WORKS	Pale Blue
	C3.2 ENGINEERING	Pale Blue
	C3.3 PROCUREMENT	Pale Blue
	C3.4 CONSTRUCTION	Pale Blue
	C3.5 MANAGEMENT	Pale Blue
	C3.6 PARTICULAR SPECIFICATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS	Pale Blue
<b>PART C4</b>	<b>SITE INFORMATION</b>	
	C4.1 LOCALITY PLAN	Green
	C4.2 TENDER DRAWINGS	White

Contractor

Witness 1

Witness 2

Employer

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Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpama, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION  
(MPANA, RATAU AND MAEPA) CONTRACT C**

**T1.1 Tender Notice and Invitation to Tender**

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Contractor

Witness 1

Witness 2

Employer  
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Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpapa, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

## INVITATION TO BID

MBD1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SEKHUKHUNE DISTRICT MUNICIPALITY</b>					
BID NUMBER:	SK8/3/1-20/2021/22	CLOSING DATE:	13/12/2021	CLOSING TIME:	10:00
DESCRIPTION	DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA) :CONTRACT C				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF SEKHUKHUNE DISTRICT MUNICIPALITY.</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
Groblersdal Fire Station, R33 Groblersdal 0470, No later than 10:00 on 13/12/2021.					
There will be <b>NO</b> briefing session. Tenders will be available on e-Tenders and at No 03 West, Groblersdal, 0470 from 17/11/2021 at 09h00.					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked: <b>"SK8/3/1-20/2021/22-: DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA): CONTRACT C"</b>					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Ramadje K		CONTACT PERSON	Mr Voster Masemola	
TELEPHONE NUMBER	013 262 7556		TELEPHONE NUMBER	013 262 7656	
FACSIMILE NUMBER	013 262 7688		FACSIMILE NUMBER	013 262 7688	
E-MAIL ADDRESS	ramajek@sekhukhune.gov.za		E-MAIL ADDRESS	masemolav@sekhukhune.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>MINIMUM WORK OPPORTUNITIES TO BE CREATED</b>	<b>30</b>	<b>CIDB GRADING</b>	<b>7 CE OR HIGHER</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT Third Edition 2015 (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g., company resolution)

DATE: .....

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

**BID NUMBER: SK8/3/1-20/2021/22-: DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**DIRECTORATE: ENGINEERING SERVICES**

**BUSINESS UNIT: PMU**

**Bids are hereby invited for DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

The MUNICIPALITY also reserves the right to negotiate further conditions and requirements with the successful bidder.

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION) (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

Municipal Manager: Ms. Maureen Ntshudisane  
LIMPOPO PROVINCE  
Corner van Riebeeck and Chris Wiid street  
Groblersdal  
0470

**Acting Supply Chain Manager**  
**Ms. Lolo Sikhosana**

**Acting Chief Financial Officer**  
**Mr. Colbert Mafumadi**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**RESPONSIVENESS AND EVALUATION CRITERIA**

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**1. RESPONSIVENESS CRITERIA**

**Sekhukhune District Municipality will consider no Bid unless it meets the following responsiveness criteria:**

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid CSD number must be submitted with the bid on or before the closing time and date of the bid.
- A certified Copy of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors (CIDB).
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.
- Experience with similar work – demonstrate a track record of a similar scope and size

**2. EVALUATION OF BIDS**

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Sekhukhune District Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2011, and other applicable legislations.
- b) The MUNICIPALITY reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

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ContractorWitness 1Witness 2EmployerWitness 1Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

**By submitting this bid, bidder authorizes the MUNICIPALITY or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the MUNICIPALITY.**

**PLEASE NOTE**

**1. The Municipal Manager may cancel a contract awarded to a person if:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
  - i. An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

**2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Sekhukhune District Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

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Contractor

Witness 1

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Employer

Witness 1

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De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpama, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY****LIMPOPO PROVINCE****DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C****T1.2 Tender Data**

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2015, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2015. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See [www.cidb.org.za](http://www.cidb.org.za).

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. In the interpretation of any ambiguity or inconsistency between the Tender Data and the Standard Conditions of Tender, the Tender Data shall have precedence.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
EMPLOYER F1.1	<p>The employer is <b>Sekhukhune District Municipality</b> in <b>Limpopo Province</b>.</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:  Bareki Mall  Corner van Riebeeck and Chris Wiid Street  Groblersdal  0470</p> <p><b>The Employer's address for communication relating to this project is:</b>  Private Bag X8611  Groblersdal  0470</p>
TENDER DOCUMENTS F.1.2	<p><b>Volume 1</b></p> <p>The tender documents issued by the employer comprise:</p> <p><b>Part T1 Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender  T1.2 Tender data  T1.3 Standard and Particular conditions to tender</p> <p><b>Part T2 Returnable documents</b></p> <p>T2.1 List of returnable documents  T2.2 Returnable schedules</p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Demand Guarantee and Retention Money Guarantee  C1.4 Agreement in terms of Occupational Health and Safety</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions  C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 Description of the Works  C3.2 List of Drawings  C3.3 Procurement  C3.4 Construction  C3.5 Variations and Additions to SABS 1200 Standardized Specifications  C3.6 Particular Specifications  C3.7 Health and Safety Specifications  C3.8 Environmental Management during Construction  C3.9 Management of the Works</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p> <p><b>Volume 2</b></p> <p>Tender Drawings incorporated into the tender document</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

EMPLOYER'S AGENT F.1.4	<b>The Employer's Agent is:</b>  HWA Engineers and Project Managers  Physical Address: 24 A Rissik Str. Polokwane 0700  Tel.: (015) 297 5906 E-mail.: admin@hwaeng.co.za  Postal Address: P.O. Box 3472 Polokwane 0700  Fax: (086) 2246 0744
	Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's agent are stated in the tender data
EMPLOYER'S RIGHT TO ACCEPT OR REJECT TENDER OFFER F.1.5.1	Sekhukhune District Municipality may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) Such decision to cancel this tender will be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.
ELIGIBILITY F.2.1	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
ELIGIBILITY F2.1	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

F.2.2	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7CE or Higher class of construction work</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the 7CE or Higher class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7CE or Higher class of construction work.</li> </ol> <p>Or</p> <ol style="list-style-type: none"> <li>4. The lead partner has a contractor grading designation in the 7CE or Higher class of construction work; and</li> <li>5. the two combined contractors grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7CE or Higher class of construction work.</li> </ol>
F.2.1	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in an 7CE or Higher Class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.
COST OF TENDERING F.2.2	The employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
SITE VISIT AND CLARIFICATION MEETING F.2.7	No <b>COMPULSORY CLARIFICATION MEETING</b> will take place. Learners Bidders will be allowed to seek clarification by contacting responsible officials assigned to the contract.
SEEK CLARIFICATION F.2.8	Request clarification of the tender documents, if necessary, by notifying the Employer's Agent at least five working days before the closing time stated in the tender data.
INSURANCE F.2.9	Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.
ALTERATIONS TO DOCUMENTS F.2.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the tender offer shall initial all such alterations.

Contractor

Witness 1

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Employer

Witness 1

Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

<p>ALTERNATIVE TENDER OFFERS F.2.12</p>	<p>Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:</p> <p>5.4.1. Tenders</p> <p>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.</p> <p>5.4.2. Preliminary calculations</p> <p>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p>
	<p>5.4.3. Preliminary drawings</p> <p>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p>5.4.4. Quantities</p> <p>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).</p> <p>5.4.5. Further details</p>

  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

	<p>Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.</p> <p>5.4.6. Preliminary adjudication of alternative designs</p> <p>The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.</p> <p>5.4.7. Acceptance of alternative design</p> <p>The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.</p> <p>5.4.8. Final drawings and calculations and the priced schedule of Quantities</p> <p>Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.</p> <p>Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.</p> <p>No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the</p>
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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

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	<p>alternative design.</p> <p>5.4.9. Responsibility for alternative design</p> <p>The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.</p> <p>Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.</p> <p>5.4.10. Indemnity</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.</p>
<p>SUBMITTING TENDER OFFERS F.2.13.3</p>	<p>5.5.1. Whole of the Works (Cl. F.2.13.1)</p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. Original tender documents (Cl. F.2.13.3)</p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p>5.5.3. Marking of Tender Submissions (Cl. F.2.13.5)</p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked: BID NUMBER: SK8/3/1-20/2021/22-: DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA): CONTRACT C</p> <p>The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at: Groblersdal Fire Station R33 Groblersdal 0470</p> <p>5.5.4. Two envelope system (Cl. F.2.13.6)</p> <p>A two-envelope procedure will not be followed.</p> <p>5.5.5. Closing time (Cl. F.2.15)</p> <p>The closing time for submission of tender offers is: <b>10H00 on 13/12/2021</b></p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p>5.5.6. Tender offer validity (Cl. F.2.16)</p>

Contractor

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## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

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	<p>The tender offer validity period is 90 days after tender closing date.</p> <p>5.5.7. Clarification of tender offer after submission (Cl. F.2.17)</p> <p>Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F.2.17. Add the following sentence: “The rates stated by the Bidder shall be binding”.</p> <p>5.5.8. Provide other Material (Cl. F.2.18.1)</p> <p>Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder’s commercial position (including, where applicable, notarized joint venture agreements), Referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.</p> <p>5.5.9. Certificates (Cl. F.2.23)</p> <p>The following certificates are to be provided with this tender:</p> <p>a) CSD Report, b) Compensation Fund registration certificate, c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). A minimum grading of 7CE is required.</p> <p>Important Note: Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data.</p>
<p>OPENING OF TENDER SUBMISSIONS F.3.4</p>	<p>Tenders will be opened immediately after the closing time of tenders at Sekhukhune District Municipality</p>
<p>EVALUATION OF TENDER OFFERS F.3.11</p>	<p>The procedure for the evaluation of responsive tenders is Method 2</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.</li> </ol> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to Bidders who complete the referencing schedule and who are found to be eligible for the preference claimed.</p>

  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none"> <li>• Tenders will be adjudicated in terms of inter alia:</li> <li>• Compliance with Tender conditions</li> <li>• Technical specifications</li> </ul> <p>If the Bidder does not comply with the Tender Conditions, the Bid may be rejected. If technical specifications are not met, the Bid may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example</p> <ul style="list-style-type: none"> <li>• Certified or scanned copies of Tax Clearance Certificates or CSD Pin</li> <li>• Pages to be completed, removed from the Tender document, and have therefore not been submitted.</li> <li>• If tender document is not fully completed as required and as stipulated in the tender data.</li> <li>• If any tender document is tempered with or it is unbound or unbundled.</li> <li>• Failure to complete the schedule of quantities as required – only lump sums provided.</li> <li>• Scratching out without initialling next to the amended rates or information.</li> <li>• Writing over / painting out rates / the use of tippex or any erasable ink, e.g., pencil.</li> <li>• Failure to attend compulsory site inspections</li> <li>• The Tender has not been properly signed by a party having the authority to do so, according to the – “Authority for Signatory”, No authority for signatory submitted.</li> <li>• A Resolution by a Board of Directors of the Company authorizing the Bidder to sign the</li> <li>• Tender document on behalf of the Company. Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li> <li>• The Bidder's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.</li> </ul> <p>The Tender has been submitted after the relevant closing date and time</p>
	<p><b>Evaluation of Tenders</b></p> <p>The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the SDM. Clause 36.5 of the Supply Management Policy which entails balance between financial offer and functionality.</p> <p><b>The following steps will be followed in evaluation;</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by bidders.</li> <li>5. Determination of expertise and experience of bidders.</li> <li>6. Awarding of points for functionality.</li> <li>7. Ranking of bidders according to the total points</li> <li>8. Performance of risk analysis by checking the capacity of the bidders</li> </ol>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

Reference no : SK8/3/1-20/2021/22

<p>ACCEPTANCE AND OFFER F3.13.1</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the Bidder has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>
<p>PROVIDE COPIES OF THE CONTRACTS F.3.17</p>	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1. EVALUATION OF TENDERS****Evaluation Criteria**

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2011 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Organising and Staffing	35
Plant	15
Experience of Firm	30
Programme and cashflow	10
Bank Ratings	10
Sub-Total	100

**A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation/ The functionality points shall be distributed as follows below:**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**Project Manager / Contracts Manager (Maximum points obtainable 10; minimum 2)**

Name: .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	NQ7-Degree in Civil or equivalent	5	
Academic Qualifications	Diploma in Civil or equivalent	4	
Academic Qualifications	Diploma in Project Management or equivalent	4	
	Matric		
		2	
<b>Sub-total</b>		<b>5</b>	
Experience of Team Leader in water reticulation or similar projects			
Involvement in comparable projects (Technical)	0	0	
	1 – 2	1	
	3 – 4	3	
	5 upwards	5	
<b>Sub-total</b>		<b>5</b>	
<b>Total</b>		<b>10</b>	

Contractor

Witness 1

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**Site Agent:** (Maximum Points obtainable 10, minimum 3)

**Name:** .....

Evaluation Criteria	Minimum Required	Points obtainable	Points Claimed
Academic Qualifications	Diploma in civil works or equivalent	4	
Academic Qualifications	No formal Education in Construction	0	
<b>Sub-total</b>		<b>4</b>	
Years of experience in water reticulation projects	1- 4	1.5	
	5 - 9	3	
	10 and above	6	
<b>Sub-total</b>		<b>6</b>	
<b>Total</b>		<b>10</b>	

**Note:** Should the Site Agent be the same as Contractor Manager zero points will be allocated.

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Contractor

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**Site Foreman:** *(Maximum Points obtainable 10; minimum 2)***Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications (Note 10) Form L	N6 in Civil or equivalent	4	
Academic Qualifications	Matric	2	
<b>Sub-total</b>		<b>4</b>	
Years of experience in water reticulation projects after qualification	1-4	1.5	
	4 – 9	3	
	10 upwards	6	
<b>Sub-total</b>		<b>6</b>	
<b>Total</b>		<b>10</b>	

**Note:** Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated

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Contractor

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Witness 2

**Safety Officer:** *(Maximum Points obtainable 5; minimum 2)*

**Name:** .....

Evaluation Criteria	Minimum Required	Points obtainable	Points Claimed	
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	2		
<b>Sub-total</b>		<b>2</b>		
Years of experience after qualification	1-5	1		
	4-9	1.5		
	10 upwards	3		
<b>Sub-total</b>		<b>3</b>		
<b>Total</b>		<b>5</b>		

**Note:** Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Contracts Manager	10	
Site Agent	10	
Site Foreman	10	
Health and Safety Officer	5	
<b>TOTAL</b>	<b>35</b>	

Contractor

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Witness 1

Witness 2

**PLANT (Maximum Points obtainable 15)**

It must be noted that total points of **15** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a **zero** point will be scored. **Letter of intent or quotation from the lessor must be attached.**

Evaluation Criteria	Minimum Required	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – <b>Note:</b> Proof of ownership of the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	LDV (1 ton or equivalent)	1	0.5	
	Excavator (Min 20 Ton) x 1	5	2.5	
	TLBs (4x4) x1	5	2.5	
	Tipper Truck x1	2.5	1.25	
	Firm's number of Walk behind Roller x1	1.5	0.75	
<b>Sub-total</b>		<b>15</b>	<b>7.5</b>	
<b>Total</b>		<b>15</b>	<b>7.5</b>	

Contractor

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De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

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**Programme and cashflow (Maximum Points obtainable 10)**

It must be noted that total points of **10** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Points obtainable (Own)</b>	<b>Points Claimed</b>
Programme and cashflow	<b>1 Cashflow linked to milestones</b>	5	
	<b>Cashflow not linked to programme and unbalanced</b>	2	
	<b>Programme with sub activities showing linkages and critical path</b>	5	
	<b>Programme without sub activities and linkages</b>	2	
<b>Sub-total</b>		<b>10</b>	
<b>Total</b>		<b>10</b>	

Contractor

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**EXPERIENCE OF FIRM (Maximum Points obtainable 30)****Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of **30 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (**appointment letters and completion certificates**) with contact details must be attached.

**Similar projects are for construction of pipeline projects & sewage works only. (Including vat)**

Evaluation Criteria	Evaluation Criteria	Points obtainable	Points Claimed
Company experience in terms of projects of a similar scope completed (Max 4 projects) undertaken in the last 10 years.	<b>Project of similar scope (<i>pipelines / sewage works</i>) with minimum value R0.5 to R3m - 5 points each</b>	10 (max)	
	<b>Projects of similar scope with minimum value of R3.0 to R7 m - 8 points each.</b>	22 (max)	
	<b>Projects of similar scope with minimum value of R8m - 10 points each</b>	30 (max)	
<b>Sub-Total</b>		<b>30</b>	
<b>TOTAL(Max)</b>		<b>30</b>	

<b>Bank Ratings – Financial Performance</b>	
<b>10 point</b> – Points are allocated for the cash flow management demonstrated by the tenderer from bank rating	
Rating	Points
<b>A</b>	<b>10</b>
<b>B</b>	<b>8</b>
<b>C</b>	<b>6</b>
<b>D</b>	<b>4</b>
<b>E</b>	<b>2</b>
<b>F</b>	<b>0</b>

**TOTAL SCORE:** \_\_\_\_\_/100

Contractor

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The score points are distributed as follows:

**80 – POINTS (FOR PRICE):**

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

In relation to Tendered Price, the points allocated to the Tender Price will be calculated using the following formula:

$$N_p = \frac{80 * [1 - (T_s - T_m)]}{T_m}$$

Where:  $N_p$  = number of tender adjudication points awarded in relation to price  
 $T_s$  = Tender Sum

**20 – POINTS (FOR BBEE):**

BBEE status Level of Contributor	Number of points (80/20)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

**In the event of a Joint Venture (JV) Tender:**

A Joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**PLEASE REMEMBER:**

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE
- IN CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT
- TO ATTACH A B-BBEE CERTIFICATE

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Contractor

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**T1.3 Standard Conditions of Tender****F.1 General Conditions****F.1.1 Actions**

F.1.1.1 The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the Bidder and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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Contractor

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**F.1.4 Communication and employer's agent**

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

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

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Bidder.

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Contractor

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Employer

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**F.2 Bidder's obligations****F.2.1 Eligibility**

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

**F.2.2 Cost of tendering**

**F2.2.1** Accept that, the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Bidder proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

**De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C**

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on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

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

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

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### **F.2.19 Inspections, tests and analysis**

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

### **F.2.20 Submit securities, bonds, policies, etc.**

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

### **F.2.21 Check final draft**

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

### **F.2.22 Return of other tender documents**

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

### **F.2.23 Certificates**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**F.3 The employer's undertakings****F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data and announce the name of each Bidder whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



**F.3.8 Test for responsiveness**

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

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

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

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

**F.3.9 Arithmetical errors**

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If bills of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

**F.3.10 Clarification of a tender offer**

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

**F3.11 Evaluation of tender offers****F3.11.1 General**

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

**F3.11.2 Method 1: Financial offer**

In the case of a financial offer:

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Bidders should there be compelling and justifiable reasons not to recommend the highest ranked Bidder and recommend the highest ranked Bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### F3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

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

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

$N_P$  is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.8.

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

### F3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

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

$N_Q$  is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.9.

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

**F3.11.5 Method 4: Financial offer, quality and preferences**

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

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

$$T_{EV} = N_{FO} + N_P + N_Q$$

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

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8

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

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

**F3.11.6 Decimal places**

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

Scoring Financial Offers

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table 1 as stated in the Tender Data.

**Table 1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

### F3.11.8 Scoring preferences

Confirm that Bidders are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Bidders are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F3.11.9 Scoring quality

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**F.3.12 Insurance provided by the employer**

No insurance is provided by the employer

**F.3.13 Acceptance of tender offer****F3.13.1 Tender Offers will only be accepted on condition that:**

- a) the tender offer is signed by a person authorised to sign on behalf of the Bidder;
- b) a valid original Tax Clearance Certificate is included with his tender;
- c) Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Bidder's health and safety plan, in included with his tender submission;
- d) a Bidder who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- e) the Bidder or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2014 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- g) The Bidder or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;
- h) The Bidder has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to his effect;
- i) The Bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- j) The Employer is satisfied that the Bidder or any of his principals have not influenced the tender offer and acceptance by the following criteria:
  - (a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
  - (b) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
  - (c) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Bidder's favour;
  - (d) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
- (f) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

**F.3.13.2** Notify the successful Bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

#### **F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their tender offers have not been accepted.

#### **F.3.15. Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Bidder to submit, after acceptance by the employer, shall be included.

#### **F.3.17 Complete adjudicator's contract**

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

#### **F.3.18 Provide copies of the contracts**

Provide to the successful Bidder the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **3.19 Provide written reasons for actions taken**

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

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**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SEKHUKHUNE DISTRICT MUNICIPALITY****LIMPOPO PROVINCE****DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C****T2.1 List of Returnable Documents**

The Bidder must complete the following returnable documents:

<b>Clause referred to in Standard Conditions of Bid</b>	<b>Document</b>
2.1	<p>Copy of Certificate of Contractor Registration as proof of his registration with the CIDB as a Category 7CE or Higher Contractor. Or Written proof of his application to the CIDB for registration as a Contractor in the category listed above.</p> <p>Evidence that managing and supervisory staff that will be employed to supervise the labour intensive portion of the works satisfy the eligibility requirements.</p>
2.13.4	Letter of authorization to sign the Form of Offer and where required in Bid document.
	<p><b>The following certificates / information are to be provided with the Bid offer:</b></p> <ul style="list-style-type: none"> <li>a. Valid tax clearance certificate or PIN issued by SARS (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001) or proof of arrangement made with SARS</li> <li>b. Copy of Certificate of Incorporation (if Bidder is a Company)</li> <li>c. Copy of Founding Statement (if Bidder is a Closed Corporation),</li> <li>d. Copy of Identity Document (if Bidder is a One-man concern),</li> <li>e. Copy of the curriculum vitae of the person who prepares the Contractors Health and Safety Plan, and</li> <li>f. Copy of the curriculum vitae of the Health and Safety Officer the successful Bidder intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).</li> <li>g. Copies of certified identification documents [of shareholders];</li> <li>h. Company profile, including management structure;</li> <li>i. Evidence of expertise and prior experience in providing the required service</li> <li>j. Joint venture agreement [if applicable];</li> <li>k. SCM5 form completed, stamped and signed by municipal official; (for payment of municipal rates and taxes and other services - no invoices will be accepted)</li> <li>l. In case of rentals, lease agreement must be attached</li> <li>m. All pages must be initialled.</li> </ul> <p><b><i>Please complete all blank spaces on the forms, where not applicable indicate as such (n/a). Note: failure to comply to the following submission will invalidate your bid</i></b></p>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

## SEKHUKHUNE DISTRICT MUNICIPALITY

## LIMPOPO PROVINCE

## DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C

## T2.2 RETURNABLE SCHEDULES

	Generic	Tick if completed
1	Authority for Signatory ( <b>Compulsory</b> )	
2	Certificate of Authority for Joint Venture ( <i>Compulsory where applicable</i> )	
3	Certified copy of identity documents for directors (required for evaluation)	
4	Compulsory Enterprise Questionnaire-SCHEDULE 1A ( <b>Compulsory</b> )	
5	Certified Copy of Company Registration Documents or CK1 for Close Corporations	
6	Form of offer to be properly signed ( <b>Compulsory</b> )	
7	Declaration of Interest (mbd4) ( <b>Compulsory</b> )	
8	Declaration of Bidder's Past Supply Chain Management Practices (MBD8) ( <b>Compulsory</b> )	
9	Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBBEE Exempted Micro Enterprises as per bidder's correct turnover category ( <b>Required for evaluation</b> )	
10	Municipal rates ( <b>Compulsory</b> ) - Municipal statement for both Directors and Company not in arrears for more than 90 days in accordance with regulation 38. In case where the Company or Director is from rural areas where the rates are not paid, please attach proof from Local Authority indicating that he/she does not pay municipal rates, this must also be supported by an affidavit from SAPS.	
11	Valid Tax Clearance Certificate Issued by the South African Revenue Service. ( <b>Compulsory</b> ) or PIN issued by SARS	
12	MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million ( <b>Compulsory if Applicable</b> ) -If the bidder is required by law to prepare AFS for Auditing, the AFS for the past three years or since the establishment if Establishment during the past three years -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days	
13	B-BEE Status Level of Contribution: Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2017 ( <b>Required for evaluation</b> )	
14	CSD Registration/CSD Summary Report ( <b>Compulsory</b> )	
15	Valid Letter of Good Standing (COIDA) ( <b>Compulsory</b> )	
16	Completion Certificate for the 1 <sup>st</sup> allocated project under CDP ( <b>Compulsory</b> )	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 RETURNABLE SCHEDULES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.1 FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>
1.		
2.		
3.		
4.		
5.		

Signature of person authorised to sign the Bid: .....

Date: .....

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.2 FORM B: SCHEDULE OF PLANT AND EQUIPMENT**

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

- (a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my/our Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the Bid: .....

Date: .....

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.3 FORM C: RECORD OF ADDENDA TO BID DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the Bid: .....

Date: .....

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.4 FORM D: CERTIFICATE OF BIDDER'S ATTENDANCE OF COMPULSORY CLARIFICATION MEETING**

This is to certify that I,.....  
representative of (Bidder) .....  
of (address) .....  
.....  
Telephone No : .....  
Fax No : .....  
attended a compulsory clarification meeting on the .....day of .....20.....  
in the company of (Employer's Agent's representative) .....

Signature of person authorised to sign the Bid: .....

Date: .....

---

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.5 FORM E: KEY PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED**

The Bidder shall insert in the spaces below, the name of non-local key personnel and non-local workers to be engaged on the Contract.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	Academic Qualifications	Professional Registration	YEARS EXPERIENCE
Construction Project Manager				
Site Agent				
Foreman				
Health & Safety Officer				

Attach additional pages if more space is required.

\* The Contractor must fill in the various categories, e.g., Site, Agent, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc. as required.

Signature of person authorised to sign the Bid: .....

Date: .....

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) Contract C

Reference no : SK8/3/1-20/2021/22

**T2.2.6 FORM F: SCHEDULE OF WORK CARRIED OUT BY THE BIDER**

The Bidder shall list in the spaces provided below a completed list of Water reticulation related contracts of similar nature awarded to the Bidder. This information may be deemed to be material to the award of this Bid. Proof should be submitted with this Bid e.g., ***Completion certificates or referral letters***

Description Nature of Work	Value (R) VAT excluded	Period work executed		Reference			
		Appointment Date	Completion Date	Name		Organisation	Tel no and email address
				Employer			
				Consultant			
				Employer			
				Consultant			
				Employer			
				Consultant			
				Employer			
				Consultant			
				Employer			
				Consultant			
				Employer			
				Consultant			
				Employer			
				Consultant			

Signature of person authorised to sign the Bid: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6

Contract C

### **T2.2.7 FORM G: ALTERATIONS BY BIDER**

[illegible]

Date:.....

\_\_\_\_\_

□

\_\_\_\_\_

11

1

7

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Witness 2

## T2.2.7



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa)

Contract C

Reference no : SK8/3/1-20/2021/22

**T2.2.8 FORM H: FINANCIAL REFERENCES****DETAILS OF BIDDERS BANKING INFORMATION*****Notes to bidder:***

1. The bidder shall attach to this form certified copy or an original letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:			
ACCOUNT NAME: (e.g. ABC Civil Construction cc)			
ACCOUNT TYPE: (e.g. Savings, Cheque etc)			
ACCOUNT NO:			
ADDRESS OF BANK:			
CONTACT PERSON:			
BANK RATING			
TEL. NO. OF BANK / CONTACT:			
BANK STAMP			
HOW LONG HAS THIS ACCOUNT BEEN IN EXISTENCE:	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)
		<input type="checkbox"/>	
	7-12 months	<input type="checkbox"/>	
	13-24 months	<input type="checkbox"/>	
	More than 24 months	<input type="checkbox"/>	

SIGNATURE ON BE HALF OF BIDDER: .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa)

Contract C

Reference no : SK8/3/1-20/2021/22

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**T2.2.9 FORM I: AUTHORITY OF SIGNATORY****(i) AUTHORITY FOR SIGNATORY**

Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution by their Board of Directors, duly signed and dated.

An example is shown below:

"By resolution of the Board of Directors taken on .....2021 .....

Mr/Ms/Mrs/Prof/Dr.....

Has been duly authorized to sign all documents in connection with contract No.

.....

And any contract which may arise there from on behalf of (block capitals)

.....

.....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**\*PLEASE NOTE THAT, THIS IS JUST AN EXAMPLE OF AUTHORITY FOR SIGNATORY. YOU ARE REQUIRED TO SUBMIT A COPY OF A RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS.**

**THIS APPLIES TO COMPANIES WITH MORE THAN ONE MEMBERS**

**FAILURE TO SUBMIT A COPY OF A RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS, SHALL DISQUALIFY THE TENDER.**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa)

Contract C

Reference no : SK8/3/1-20/2021/22

**T2.2.10 FORM J: QUALITY MANAGEMENT SYSTEMS**

Briefly describe the construction quality system incorporated by the Bidder in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
Testing Laboratory			
Additional quality systems			

Signature of person authorised to sign the Bid: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.10

Contract C

**Reference no : SK8/3/1-20/2021/22**

### T2.2.11 FORM K: ESTIMATED MONTHLY EXPENDITURE

[illegible]

From what sources will you fund the above amount (e.g., funds internally available, bank overdraft, loan, partner (his source), etc.)

.....

.....

Date: .....

Contractor     
  Witness 1     
  Witness 2     
  Employer     
  Witness 1     
  Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa)

Contract C

Reference no : SK8/3/1-20/2021/22

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**T2.2.12 FORM L: CONSTRUCTION PROGRAMME**

An Initial, suitable and realistic construction programme shall be submitted with this Bid document. The initial start date for the purpose of the programme is 10 March 2021. The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.

Together with the programme as detailed above the Bidder shall submit a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection should relate to **FORM K** above.

***Failure to submit initial construction programme and cashflow are not eliminating factors but zero (0) will be scored.***

Signature of person authorised to sign the Bid: .....

Date: .....

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--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.12

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

**T2.2.13 FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

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

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

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

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

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

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

Signature of Bidder: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer  
T2.2.13

Witness 1

Witness 2

**T2.2.14 FORM N: COMPANY INFORMATION FOR BIDS GREATER THAN R10 MILLION****This document must be signed and submitted together with your Tender****A. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

**1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million, Or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

---

Contractor

Witness 1

Witness 2

Employer

T2.2.14

Witness 1

Witness 2

**2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

**3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)**

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**
- Tender / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

---

Contractor

Witness 1

Witness 2

Employer  
T2.2.15

Witness 1

Witness 2



**4 PROCESSES TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (a) the contractor and the DTI will determine the NIP obligation;
  - (b) the contractor and the DTI will sign the NIP obligation agreement;
  - (c) the contractor will submit a performance guarantee to the DTI;
  - (d) the contractor will submit a business concept for consideration and approval by the DTI;
  - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - (f) the contractor will implement the business plans; and
  - (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution

Tender number ..... Closing date:.....

Name of Tenderer.....

Postal address .....

.....

Signature..... Name (in print) .....

Date.....

---

Contractor

Witness 1

Witness 2

Employer  
T2.2.16

Witness 1

Witness 2

1. The Bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:

- i) for the past three years; or  
ii) since their establishment or established during the past three years.

Indicate whether these have been included in the Bid. Yes/No .....

2. Does the Bidder have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

NO ☐ YES ☐

If so, state particulars: .....  
.....  
.....

3. Has any contracts been awarded to the Bidder by an organ of state during the past five years?

NO ☐ YES ☐

If so, state particulars: .....  
.....  
.....

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

NO ☐ YES ☐

If so, state particulars: .....  
.....  
.....

5. Is any portion of the goods or services expected to be sourced out from outside the Republic?

NO ☐ YES ☐

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.  
.....  
.....

Signature of Bidder: .....

Date: .....

---

Contractor

Witness 1

Witness 2

Employer  
T2.2.17

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

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**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Employer  
T2.2.18

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

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**T2.2.15 FORM O: MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE****SCM 5**

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

1. The rates and taxes as well as other charges (e.g., water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached form “Application for a municipal tax rates & charges Clearance Certificate” in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.
3. The relevant municipality will then furnish the bidder with a “Clearance Certificate” that will be valid for a period of twelve (12) months from date of issue.
4. This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
5. Failure to submit the original valid Clearance Certificate or incomplete SCM5 Form, may invalidate your bid.
6. In bids where consortia/joint ventures/sub-contractors are involved; each party must submit a separate Clearance Certificate.
7. Invoices will not be considered.
8. Rural service providers who do not have municipal accounts must submit proof of residence and payment of tribal obligations.
9. The SCM 5 form provided must be completed, signed and stamped by an official of a municipality where you are paying services.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## List of Returnable Schedules

Reference no : SK8/3/1-20/2021/22

1. Full name of tax payer / bidder .....

2. Trade name (if any) .....

[illegible]

--	--	--	--	--	--	--	--	--

[illegible]

Name: .....

Residential Address:.....

Postal Address:.....

I, .....in my capacity as

(designation)

of.....Hereby certify that –

(name of municipality)

- ☐ I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
- ☐ I have examined the above-named municipal accounts and have found the said accounts to be in arrears.
- ☐ I have examined the above-named municipal accounts and have found the said accounts being honored in terms satisfactory arrangement made with the Municipality.

Signature of official ..... Municipality of .....	MUNICIPAL STAMP
--	-----------------

Date: ...../...../20....

\_\_\_\_\_

Contractor

Page 10

Witness 1

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Witness 2

11

Employer

7

Witness 1

11

Witness 2

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**T2.2.16 FORM P: TAX CLEARANCE REQUIREMENTS****MBD 2**

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate...

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....
2. Trade name: .....
3. Identification number:
4. Company / Close Corporation registration number:
5. Income tax reference number:
6. VAT registration number (if applicable):
7. PAYE employer's registration number (if applicable):

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[MBD 2]



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**T2.2.17 FORM Q: DECLARATION OF INTEREST****MBD 4**

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

3.1 Full Name:

.....

3.2 Identity Number:

.....

3.3 Company Registration Number:

.....

3.4 Tax Reference Number:

.....

3.5 Vat Registration Number:

.....

3.6 Are you presently in the service of the state ?

**YES / NO**

3.6.1 If so, furnish particulars.

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

3.7.1 If so, furnish particulars

.....  
.....3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**YES / NO**

3.8.1 If so, furnish particulars

.....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

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3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars

.....  
.....

3.11 Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars

.....  
.....

---

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

---

DECLARATION / CERTIFICATION

---

I, THE UNDERSIGNED (NAME)

.....

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

.....  
Signature.....  
Date.....  
Position.....  
Name of bidder

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

(a) a member of –

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

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

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

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

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

(f) an employee of Parliament or a provincial legislature.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.18 FORM R: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017****MBD 6.1**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents. (g) **“prices”** includes all applicable taxes less all unconditional discounts; (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted .....%?
- ii) The name of the subcontractor.....
- iii) The B-BBEE status level of the subcontractor.....
- iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name Of Company/Firm : .....

8.2 VAT Registration Number : .....

8.3 Company Registration Number : .....

8.4 Type of Company/ Firm

- ☐ Partnership/Joint Venture / Consortium  
☐ One-person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
 [TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities

.....

.....

.....

.....

8.6 Company Classification

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
 [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated : .....

Registered Account Number : .....

Stand Number : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

8.8 Total number of years the company/firm has been in business :.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.19 FORM S- DECLARATION OF LOCAL CONTENT****B. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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

Before completing this declaration, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of Tenders local production and content is of critical importance, such Tenders must be advertised with the specific Tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific Tendering condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for Tenders referred to in paragraphs 1.2 and 1.3 above, a two stage Tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x      imported content

y      Tender price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender as required in paragraph 4.1 below.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 1.7. A Tender will be disqualified if:

- The Tenderer fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the Tender documentation.

## 2. Definitions

- 2.1. **"Tender"** includes advertised competitive Tenders, written price quotations or proposals;
- 2.2. **"Tender price"** price offered by the Tenderer, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a Tender by an organ of state;
- 2.4. **"Designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"Duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"Imported content"** means that portion of the Tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"Local content"** means that portion of the Tender price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"Stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 3. The stipulated minimum threshold(s) for local production and content for this Tender is/are as follows:

Description of services, works or goodsStipulated minimum threshold

\_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_

\_\_\_\_\_ %

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**4. Does any portion of the services, works or goods offered have any imported****content?****YES / NO**

- 4.1 If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender.

The relevant rates of exchange information are accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF TENDER No.** .....

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

.....

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of Tenderer entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Tender price, excluding VAT (y)	R
Imported content (x)	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part T2: Returnable Documents****List of Returnable Schedules**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the Tender is for more than one product, a schedule of the local content by product shall be attached.

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

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

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.20 FORM T: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES****1. Any Bid may be rejected if that Bidder, or any of its directors have:**

- abused the Municipality's / Municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
- been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid:**

Item	Question	Yes	No
2.1	Is the Bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Bidder or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part T2: Returnable Documents****List of Returnable Schedules**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

Item	Question	Yes	No
	three months?		
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Bidder and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.21 FORMA U: CERTIFICATE OF INDEPENDENT BID DETERMINATION****MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C

in response to the invitation for the bid made by:

SEKHUKHUNE DISTRICT MUNICIPALITY

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	/	NO
9. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).	YES	/	NO
10. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?	YES	/	NO
11. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?	YES	/	NO
12. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	YES	/	NO
13. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.	YES	/	NO
14. Does the Contractor have trained first aid employees? If yes, indicate, who.	YES	/	NO
15. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	YES	/	NO

Signature of Tenderer: .....Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

---

**C. ORIGINAL BANK RATING LETTER**

**Attached the Bank Rating to this Page**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**Reference no : SK8/3/1-20/2021/22-**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

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**AGREEMENTS AND CONTRACT DATA****INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>C1.1</b>	<b>FORM OF OFFER AND ACCEPTANCE.....</b>	<b>C1.1.1</b>
<b>C1.2</b>	<b>CONTRACT DATA.....</b>	<b>C1.2.1</b>
<b>C1.3</b>	<b>FORM OF GUARANTEE.....</b>	<b>C1.3.1</b>
<b>C1.4</b>	<b>GUARANTEE (CASH DEPOSIT).....</b>	<b>C1.4.1</b>
<b>C1.5</b>	<b>OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....</b>	<b>C1.5.1</b>

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpapa, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

**C1.1 Form of Offer and Acceptance****Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works: DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA): CONTRACT C, REFERENCE NUMBER: SK8/3/1-20/2021/22

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ..... Date .....

Name .....

Capacity .....

**for the Bidder**

(Name and address of organization) .....

Name and signature of witness .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name .....

Capacity .....

**for the**

**Employer** SEKHUKHUNE DISTRICT MUNICIPALITY  
Corner Riebeeck and Chris Wiid Street  
Private Bag 8611  
Groblersdal  
0470

Name and  
signature  
of witness .....

..... Date.....

**Schedule of Deviations**


Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

## Notes:

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

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1: Agreements and contract data****List of Returnable Schedules**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa) : Contract C

Reference no : SK8/3/1-20/2021/22

5 Subject .....

Details .....

.....

.....

.....

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpapa, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA,  
RATAU AND MAEPA) CONTRACT C**  
**REF: SK8/3/1-20/2021/22**

**C1.2 CONTRACT DATA**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

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CONTRACT DATA

## INDEX

Item	Description	Page No
C1.2.1	GENERAL CONDITIONS OF CONTRACT.....	C1.2.1
C1.2.2	VARIATIONS AND ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT (SPECIAL CONDITIONS OF CONTRACT).....	C1.2.2
C1.2.3	DATA PROVIDED BY THE EMPLOYER.....	C1.2.18
C1.2.4	DATA PROVIDED BY THE CONTRACTOR.....	C1.2.20

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

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## C1.2 Contract Data

### C1.2.1 GENERAL CONDITIONS OF CONTRACT

**The General Conditions of Contract for Construction Works Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this contract. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).**

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering  
Private Bag X200  
Halfway House  
1685  
South Africa

Tel +27 (0)11 805 5947

#### Note 1

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) The Form of Offer and Acceptance.
- (b) Amendments to the General Conditions of Contract within the Contract Data.
- (c) Additional conditions to the General Conditions of Contract within the Contract Data.
- (d) Corrigenda to the General Conditions of Contract.
- (e) The General Conditions of Contract.
- (f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

#### Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**Compulsory Data**

5.12.2.2	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p>Extensions of time in respect of clause 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days as mentioned in the project specifications.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

**Part 1: Contract Data completed by the Employer**

Clause	Data
1.1.1.15	The name of the Employer is the <b>Sekhukhune District Municipality</b>
1.2.1.2	<p>The address of the Employer is: Telephone: 013 262 7535</p> <p>Address (physical): Riebeeck Street and Chris Wiid Street Bareki Mall</p> <p>Address (postal): Private Bag X8611 Groblersdal 0470</p>
1.1.1.16	The name of the Employer's Agent is:
1.2.1.2	<p>The address of the Employer's Agent is: <b>HWA Engineers and Project Managers</b> Address (physical): 24A Rissik Street POLOKWANE 0700</p> <p>Address (postal): P.O Box 3472 Polokwane 0700</p> <p>Telephone: 015 297 5906 Facsimile: (086) 246 0744 Email: admin@hwaeng.co.za</p>
1.1.1.14	The works shall be completed within <b>12 months</b> exclusive of year end break.
1.1.1.27	The Pricing Strategy is <b>Re-measurement Contract</b>
3.1.3	<p>The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>9. Nominating the Employer's Agent's Representative in terms of cl 3.3 10. Delegation of Employer's Agent's Representative authority in terms of cl 3.3.4 11. Providing consent for subcontracting part of the contract in terms of cl 4.4.2 12. The issuing of further drawings or instructions in terms of cl 5.9.2 13. The issuing of instructions for dealing with fossils and the like in terms of cl 4.7. 14. Authorizing the Contractor to repair and make good excepted risks in terms of cl 8.3. 15. The issuing of a variation order in terms of cl 6.3. 16. Issuing of instructions to carry out work on a day work basis in terms of cl 6.5. 17. Granting permission to work during non-working times in terms of cl 5.8.1. 18. Suspend the progress of the works in terms of cl 5.11.2. 19. The issuing of an instruction to accelerate progress in terms of cl 5.12.4. 20. The reduction of a penalty for delay in terms of cl 5.13.2 21. The determination of additional or reduced costs arising from changes in legislation in terms of cl 6.8.4. 22. The giving of a ruling on a contractor's claim in terms of cl 10.1.5 23. The agreeing of an extension to the 28 period in terms of cl 10.1.5.1</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.2: Contract Data**
**Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

	24. The inclusion of credits in the next payment certificate in terms of cl 10.1.5.2 25. The agreeing of the adjustment of the sums for general items in terms of cl 5.12.3
<b>5.3.1</b>	The documentation required before commencement with Works execution are:  Health and Safety Plan (Refer to Clause 4.3) A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). Initial programme (Refer to Clause 5.6). Security (Refer to Clause 6.2). Insurance (Refer to Clause 8.6).
<b>5.3.2</b>	The time to submit the documentation required before commencement with Works execution is <b>14 days</b> .
<b>5.4.2</b>	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
<b>5.8.1</b>	The non-working Days are Sundays.  The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC),
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.14.5.2	The Defects Liability Period is <b>12 months</b> from the issue of a Certificate of Completion.
<b>5.16.3</b>	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.8.2	Contract Price Adjustment: The contract shall be subject to Contract Price Adjustment.  The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.  Contract Price Adjustment Factor = $(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ rounded off to the fourth decimal place.  The value of "x" is 0,15 The values of the coefficients are: a = 0.25 Labour b = 0.3 Contractor's equipment c = 0.35 Material d = 0.1 Fuel  The province wherein the larger part of the Site is located is <b>Limpopo</b> .  The applicable industry for the Producer Price Index for material is Diesel The area for the Producer Price Index for fuel is Example Fuel index area The base month is a month prior to tender closure.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.2: Contract Data****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

6.8.3	Price adjustments for variations in the costs of special materials <b>are not allowed.</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is <b>10%</b> of Contract Price (Exclusive of contingencies and VAT). The retention money will be deducted on each progress payment certificate. The liability for the guarantee shall be 10% of Contract Price (Exclusive of contingencies and VAT) (Sekhukhune would provide the guarantee on behalf of the LCDP contractor) The Form of Guarantee is to contain the wording of the document included in C1.3.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>0% (Zero percent)</b> of the Contract Sum.
10.5.2	Dispute resolution is to be by means of ad hoc adjudication, use GCC 2015.
10.7.1	Disputes are to be referred for final settlement to arbitration.
	Payment for labour-intensive component of the works  Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
	Linkage of payment for labour-intensive component of works to submission of project data  The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
	Applicable Labour Laws  The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

**C.1.2.1.2.2 Variations to the General Conditions of Contract**

Clause	Data
<b>2.5.1</b>	<p><b>Cession</b> <i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words "without the written consent of the other"</i></p>
<b>5.14.5.1</b>	<p><b>Consequences of Completion</b> <i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i></p>
<b>6.2</b>	<p><b>Security</b> <i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.5 as amended in the Contract Data."</p>
<b>6.3</b>	<p><b>Variations</b> <i>Amend Clause 6.3, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i> ", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words</i> "ascertaining the amount of the Contract Price":</p> <p>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</p>
<b>6.3.2</b>	<p><b>Orders for Variations to be in writing</b> Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

<b>6.9.2</b>	<b>Definition of “materials”</b> <i>Amend Clause 6.9.2, as follows:</i>  <i>Substitute the word ‘plant’ with ‘Plant’.</i>
<b>6.10.1</b>	<b>Interim Payments</b> <i>Amend Clause 6.10.1.5 as follows:</i>  <i>In the third line, add the words ‘not yet’ before the words ‘built into’</i>
<b>6.10.5</b>	<b>Payment of retention money</b> <i>Amend Clause 6.10.5 as follows:</i>  <i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i>
<b>6.10.6</b>	<b>Set-off and delayed payments</b> <i>Amend Clause 6.10.6.2 as follows:</i>  <i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i>
<b>6.11</b>	<b>Variations exceeding 15 per cent</b> <i>Replace the marginal heading with:</i>  <b>“Variations exceeding 20 per cent”</b>  <i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i>
<b>7.8.2</b>	<b>Cost of making good of defects</b> <i>Amend Clause 7.8.2.1 as follows:</i>  <i>In the first line, correct the spelling of ‘therefore’.</i>
<b>8.3.1</b>	<b>Excepted risks</b> <i>Amend Clause 8.3.1.12 as follows:</i>  <i>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</i>
<b>8.6.6</b>	<b>Contractor to produce proof of payment</b>  “The Contractor shall before commencement of the Works produce to the Employer’s Agent:  8.6.6.1 The policies by which the insurances are effected,  8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and  8.6.6.3 Proof of continuity of the policies for the required period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
<b>8.6.7</b>	<p><b>Remedy on Contractor's failure to insure</b></p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
<b>9.1.2</b>	<p><b>State of emergency</b></p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
<b>9.2</b>	<p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employer's Agent, a gratuity or reward or commission, or</p> <p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>9.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employer's Agent written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

	<p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Employer's Agent in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employer's Agent's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,</p> <p>then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer</p> <p>may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p> <p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:**

Clause	Data
<b>1.1</b>	<b>Definitions</b>
	<i>Add the following at the end of Sub-Clause 1.1.1:</i>
<b>1.1.1.35</b>	"Client", as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.
<b>1.1.1.36</b>	"Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
<b>4.12</b>	<b>Contractor's superintendence</b>
	<i>Add the following sub-clause 4.12.4 to Clause 4.12:</i>
	"Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.
	The Contractor's Construction Manager shall be on Site at all times when work is being performed.
	The person shall be subject to approval of the Employers Agent's in writing and shall not be replaced or removed from Site without the written approval of the Employers Agent'.
<b>5.6</b>	<b>Programme</b>
	<i>Add the following sub-clause 5.6.6 to Clause 5.6:</i>
	"Failure on the part of the Contractor to deliver to the Employers Agent, the
	<ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul>
	Within the period stated in the Contract Data, shall be sufficient cause for the Employer's Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".
<b>5.9.7</b>	<b>Employers Agent's to approve Contractor's Designs and Drawings</b>
	<i>Add the following at the end of Sub-Clause 5.9.7</i>
	"All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.
	Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent's, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.11	<p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>6.10</b>	<p><b>Payments</b></p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employer's Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employer's Agent. Issue by the Employer's Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer's Agent r".</p> <p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p>
<b>9.3</b>	<p>"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."</p> <p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 "In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer's Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer's Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

**Part 2: Data provided by the Contractor**

Clause																											
1.1.1.9	The name of the Contractor is. ....																										
1.2.1.2	<p>The address of the contractor is:</p> <p>Address (physical): .....</p> <p>.....</p> <p>.....</p> <p>Address (postal): .....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>																										
6.8.3	<p>The variation in cost of special materials is:</p> <table border="1"> <thead> <tr> <th rowspan="2">Special material</th> <th colspan="2">Unit on which variation will be determined</th> <th rowspan="2">Price for base month ex-factory, excluding transport, labour or any other costs.</th> </tr> <tr> <th>Containers</th> <th>Delivered in bulk</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>*State unit in appropriate column</p>	Special material	Unit on which variation will be determined		Price for base month ex-factory, excluding transport, labour or any other costs.	Containers	Delivered in bulk																				
Special material	Unit on which variation will be determined		Price for base month ex-factory, excluding transport, labour or any other costs.																								
	Containers	Delivered in bulk																									

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpama, Ratau And Maepa) :  
Contract C

Reference no: SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**C1.3 Form of Guarantee (not to be completed at tender stage)**

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

-----

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: -----

----- (Please put name of firm)

Physical address: -----

-----

Postal address: -----

-----

Tel:-----

Fax: -----

“Employer” means: **SEKHUKHUNE DISTRICT MUNICIPALITY.**

“Contractor” means: -----

----- (Please put name of firm)

“Guarantee sum” means: 10% of the contract amount

“Employer’s Agent” means: -----

“Works” means: Permanent works together with temporary works

“Site” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

“Contract Sum” means: The accepted amount inclusive for tax of R-----

Amount in words: -----

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C

Reference no: SK8/3/1-20/2021/22

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**“Expiry Date”** This Guarantee shall expire upon the issue of the Completion Certificate issued by SEKHUKHUNE DISTRICT MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

**CONTRACT DETAILS**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
 Contract C  
 Reference no: SK8/3/1-20/2021/22

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**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by SEKHUKHUNE DISTRICT MUNICIPALITY signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer  
 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
  - 5.1. The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
  - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :

Contract C

Reference no: SK8/3/1-20/2021/22

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Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
 Contract C  
 Reference no: SK8/3/1-20/2021/22

**RETENTION MONEY GUARANTEE**  
**(Not to be completed at tender stage)**

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

-----

**GUARANTOR DETAILS AND DEFINATIONS**

"Guarantor" means: -----

----- (Please put name of firm)

Please address: -----

-----

Postal address: -----

-----

Tel:-----

Fax: -----

"Employer" means: SEKHUKHUNE DISTRICT MUNICIPALITY.

"Contractor" means: -----

----- (Please put name of firm)

"**Guarantee sum**" means: 10% of the contract amount

"**Employer's Agent**" means: HWA ENGINEERS AND PROJECT MANAGERS

"**Works**" means: Permanent works together with temporary works

"**Site**" means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"**Contract Sum**" means: The accepted amount inclusive for tax of R-----

Amount in words: -----

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"**Expiry Date**" This Guarantee shall expire upon the issue of the Final Completion Certificate issued by Sekhukhune District Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

**CONTRACT DETAILS**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C  
Reference no: SK8/3/1-20/2021/22

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**RETENTION GUARANTEE**

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1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by SEKHUKHUNE DISTRICT MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.  
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.3 . Its obligation under this Retention Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
  - 5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or
  - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
  - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee**

**Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :

Contract C

Reference no: SK8/3/1-20/2021/22

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C  
Reference no: SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY****LIMPOPO PROVINCE****DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION  
(MPANA, RATAU AND MAEPA) CONTRACT C****C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

This agreement is mandatory for all contractors appointed by the Sekhukhune District Municipality or any other institution that do work for or on behalf of Municipality.

**This agreement is between**

**Sekhukhune District Municipality  
(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)**

herein represented by \_\_\_\_\_

in his capacity as \_\_\_\_\_

of the Municipality, he being duly authorised thereto hereinafter

and

\_\_\_\_\_  
(hereinafter referred to as the Mandatory)

herein represented by \_\_\_\_\_

in his capacity as \_\_\_\_\_

of the Mandatory, he being duly authorised thereto

**WHEREAS:**

- a) The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of .....20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)  
*Construction of reticulation networks at Maepa, Ratau and Mpana*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(The said contract work is hereinafter referred to as the **Work**)

- b) The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
- c) Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
- d) The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

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\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**Part C1.3: Form of guarantee****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C  
Reference no: SK8/3/1-20/2021/22

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**C3.5 MANAGEMENT OF THE WORKS****C3.5.1 GENERIC SPECIFICATIONS**

The SABS 1200 Standardized Specifications listed in 4.1.1 are applicable.

**C3.6 HEALTH AND SAFETY****C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## Occupational health and safety specification for the construction of De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau and Maepa): Contract C

### 1. Definitions

In this document the following expressions shall bear the meanings assigned to them below:

- 1.1 **Client** means any person for whom construction work is being performed and/or undertaken [i.e., Sekhukhune District Local Municipality for purposes of this specification];
- 1.2 **Construction Regulations** means the Occupational Health and Safety Act's, No 85 of 1993, Construction Regulations that came into effect on 18 July 2003;
- 1.3 **Occupational health and safety plan** means a documented plan which addresses hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified;
- 1.4 **Occupational 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 working and/or visiting the site;
- 1.5 **OHSACT** means the Occupational Health and Safety Act, No 85 of 1993, as amended; and
- 1.6 **Principal Contractor** means an employer, as defined by section 1 of the OHSACT who performs construction work and is appointed by the Client to be in overall control and management of the construction works.

### Introduction

In terms of Construction Regulation 4 (1) (a) of the OHSACT, the Client is required to compile an occupational health and safety specification for any intended project and provide such specification to prospective tenderers.

This specification has as objective to ensure that the principal contractor entering into a contract with the Client achieves and maintain an acceptable level of occupational health and safety performance. This document forms an integral part of the contract and the principle- and other contractors should make it part of any contract/s that they may have with other contractors and/or suppliers as far as this project is concerned.

Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees, those of his mandataries as well as any persons on adjacent properties.

### Scope

To develop a project specific occupational health and safety specification that addresses the reasonable and foreseeable risks, exposures and aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that the principal contractors and other contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

Any contractor interested in submitting a tender in response to the Client's formal tender for any construction project, has to prepare and include a draft occupational health and safety plan based

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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on this specification and the OHSACT in its tender submission. The Client will evaluate this plan as part of its formal tender adjudication processes to ensure compliance with Construction Regulation 4 that stipulates that the Client may only appoint a contractor who has the necessary competencies and resources to carry of the work appointed for safely.

#### **4. General occupational health and safety provisions**

##### **4.1 Hazard identification and risk assessment (Construction Regulation 7)**

###### **4.1.1 Risk assessments**

Annexure 7 of this specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works.

###### **4.1.2 Development of risk assessments**

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed in writing, and the risk assessments shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 5 (1).

The risk assessments shall include, at least:

The identification of the current as well as emerging risks and hazards to which persons may be exposed to;

The analysis and evaluation of the risks and hazards identified;

A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified;

A plan to monitor the application of the SWPs; and

A plan to review the risk assessments as the work progresses and changes are introduced.

Based on the risk assessments, the principal contractor must develop a set of site-specific occupational health and safety rules that will be applied to regulate the occupational health and safety aspects of the construction.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to the Client before mobilisation on site commences.

Despite the risk assessments listed in Annexure 7, the principal contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the SWPs and the applicable method statements based on the risk assessments.

Hazard identification and risk assessments must be undertaken whilst SWPs must be developed for all out-of-scope work.

###### **4.1.3 Review of risk assessments**

The principal contractor is to review the hazards identified, the risk assessments and the SWPs at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes.

The principal contractor must provide the Client, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments as soon as possible but within 14 days of such changes.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## 4.2 Legal Requirements

All Contractors entering into a contract with the Client shall, as a minimum, comply with the -

OHSACT and a current, up-to-date copy of the OHSACT and its Regulations must be available on site at all times;

Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA). The principal contractor will be required to submit a letter of registration and "good-standing" from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the COIDA must be available on site at all times; and

Where work is being carried out on mine premises, the contractor will comply with the Mine Health and Safety Act and Regulations (Act. 29 of 1996), the Minerals Act and Regulations (Act 50 of 1991) and any other occupational health and safety requirements that the mine may specify. Current, up-to-date copies of the last two mentioned Acts must be available on site at all times.

## 4.3 Structure and responsibilities

### 4.3.1 Overall supervision and responsibility for occupational health and safety

- a) The principal contractor [appointed in terms of Construction Regulation 4(1) (c)] is responsible to implement and maintain the occupational health and safety plan approved by the Client.
- b) The Chief Executive Officer (in terms of Section 16(1) of the OHSACT) of the principal contractor is to ensure that the Employer (as defined in the OHSACT) complies with the OHSACT. Annexure 2 "Legal Compliance Checklist" may be used for this purpose.
- c) The principal contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHSACT. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHSACT.
- d) The construction supervisor and assistant construction supervisor(s) appointed in terms of Construction Regulation 6 are responsible for supervising the construction work and in specific to ensure that all work undertaken comply with the requirements of the OHSACT, its Regulations and the Client's specifications.

### 4.3.2 Operational responsibilities for occupational health and safety

The principal contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety: This list is only the minimum requirement and is therefore in no way exhaustive.

Appointment description	Appointment required in terms of
Blasting supervisor	Explosives Regulation 12
Construction vehicle, mobile plant and machinery supervisor	Construction Regulation 21
Construction supervisor	Construction Regulation 6(1)
Drivers of construction vehicles and operators of plant	Construction Regulation 21
Electrical installation and appliances inspector	Construction Regulation 22
Emergency, security and fire coordinator	Construction Regulation 27
Excavation supervisor (including piling)	Construction Regulation 11

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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Appointment description	Appointment required in terms of
First-aiders	General Safety Regulation 3
Firefighting equipment inspector	Construction Regulation 27
Formwork and support work supervisor	Construction Regulation 10
Hazardous chemical substances supervisor	Hazardous Chemicals Substances Regulations 10
Incident investigator	General Administrative Regulation 9
Ladder inspector	General Safety Regulation 13(a)
Lifting machines and equipment inspector	Construction Regulation 20
Occupational health and safety committee	OHSACT Section 19
Occupational health and safety officer	Construction Regulation 6(6)
Occupational health and safety representatives	OHSACT Section 17
Person responsible for machinery	General Machinery Regulation 2
Risk assessor	Construction Regulation 7(1)
Scaffolding supervisor	Construction Regulation 14
Stacking and storage supervisor	Construction Regulation 26
Structures supervisor	Construction Regulation 9
Traffic management supervisor	OHSACT Section 9(1)
Traffic safety officer	OHSACT Section 9(1)
Tunnelling supervisor	Construction Regulation 13
Vessels under pressure supervisor	Vessels under Pressure Regulations
Working on, over or next to water supervisor	Construction Regulation 24
Welding supervisor	General Safety Regulation 9

These appointments must be in writing and the responsibilities clearly stated together with the period for which each appointment is made. This information must be communicated to and agreed with the appointees.

Copies of appointments must be submitted to the Client together with concise CVs of the appointees as part of the principal contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file. All appointments must be approved by the Client and any changes in appointees or appointments must be communicated to the Client and agreed upon before being implemented.

The principal contractor must, furthermore provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

#### 4.3.3 Designation of occupational health and safety representatives (Section 18 of the OHSACT)

Where the principal contractor employs more than 20 persons [including the employees of other contractors (sub-contractors)] he has to appoint one occupational health and safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the occupational health and safety representatives be executed in consultation with employee representatives or employees. (Section 17 of the OHSACT as well as General Administrative Regulation 6 and 7).

Occupational health and safety representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Duties and functions of the occupational health and safety representatives (Section 19 of the OHSACT)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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- a) The principal contractor must ensure that the designated occupational health and safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the principal contractor.
- b) Occupational health and safety representatives must be included in accident and/or incident investigations.
- c) Occupational health and safety representatives must attend all occupational health and safety committee meetings.

#### 4.3.5 Appointment of occupational health and safety committee (Section 20 of the OHSACT)

The principal contractor must establish an occupational health and safety committee consisting of all the designated occupational health and safety representatives together with a number of management representatives that are not allowed to exceed the number of occupational health and safety representatives on the committee and a representative of the Client who shall act as the chairperson without voting rights. The members of the occupational health and safety committee must be appointed in writing and copies of the appointments included in the occupational health and safety file.

The occupational health and safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

1. Opening and welcome.
2. Members present, apologies and absent.
3. Minutes of previous meeting.
4. Matters arising from the previous meeting.
5. Occupational health and safety representatives' reports.
6. Incident and/or accident reports and investigations.
7. Incident, accident and/or injury statistics.
8. Other matters.
9. Endorsement of registers and other statutory documents by a duly authorised representative of the principal contractor.
10. Close and next meeting.

#### 4.4 Mandataries

It is a requirement that the principal contractor, when he appoints contractors or sub-contractors in terms of Construction Regulations 5(3), 5(5), 5(9), 5(10) and 5(12), includes an OHSACT Section 37(2) agreement (i.e., Agreement with Mandatary) in his agreement with such contractor.

#### 4.5 Administration controls and the occupational health and safety file

##### 4.5.1 The occupational health and safety file [Construction Regulation 5(7)]

As required by Construction Regulation 5(7), the principal contractor and other contractors will each keep an occupational health and safety file on site containing the following documents as a minimum:

1. Notification of construction work (Construction Regulation 3.).
2. Updated copy of the OHSACT and its Regulations (General Administrative Regulation 4.).
3. Proof of registration and good standing with the Compensation Commissioner or a COID Insurer [Construction Regulation 4(g)].
4. Occupational health and safety plan agreed with the Client including the underpinning risk assessment(s) and method statements [Construction regulation 5(1)].
5. Copies of occupational health and safety committee meetings and other relevant minutes.
6. Designs and/or drawings [Construction Regulation 5(8)].
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9).
8. Appointment and designation forms as per paragraphs 4.3.1 and 4.3.2 above.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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9. The following registers:

- Accident and/or incident register (Annexure 1 of the General Administrative Regulations);
- Occupational health and safety representative's inspection register;
- Construction vehicles and mobile plant inspections by controller;
- Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
- Designer's inspections and structures record;
- Inspection and maintenance of explosive powered tools;
- Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
- Fall protection inspections.
- First-aid box content;
- Record of first aid treatment;
- Fire equipment inspections and maintenance.
- Record of hazardous chemical substances kept and used on site.
- Ladder inspections.
- Machine safety inspections (including machine guards, lockouts etcetera);
- Inspection registers and logbooks for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection of scaffolding;
- Inspection of stacking and storage;
- Inspections of structures;
- Vessels under pressure inspections; and
- Inspection of welding equipment.

10. All other applicable records.

- The Client will conduct and evaluation of the principal contractor's occupational health and safety file from time to time.

#### 4.6 Occupational health and safety goals and objectives and arrangements for monitoring and review of occupational health and safety performance

The principal contractor is required to maintain a casualty incident frequency rate (CIFR) of not more than four (See Annexure 3 to this document: "Measuring Injury Experience") and report on this to the Client on a monthly basis.

#### 4.7 Notification of construction work (Construction Regulation 3)

The principal contractor must, where the contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for this purpose. A copy of the notification must be held on the occupational health and safety file and a copy must also be forwarded to the Client for record purposes.

#### 4.8 Training, awareness, and competence

The contents and syllabi of all training required by the OHSACT and Regulations must be included in the principal contractor's occupational health and safety plan.

##### 4.8.1 General induction training

All members of the contractor's site management as well as all the persons appointed as responsible for occupational health and safety in terms of the Construction and other Regulations will be required to attend a general induction session.

All employees of the principal and other contractors must be in possession of proof of general induction training.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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#### 4.8.2 Site-specific induction training

The principal contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other contractors and their employees in this.

All employees of the principal and other contractors must always be in possession of proof that they have attended a site-specific occupational health and safety induction training.

#### 4.8.3 Other training

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

All employees in jobs requiring training in terms of the OHSACT and Regulations must be in possession of valid proof of training.

Occupational health and safety training requirements [as required by the Construction Regulations and as indicated by the occupational health and safety specification and the risk assessment(s)] i.e. –

General induction (Section 8 of the OHSACT);

Site and job specific induction, including visitors (Sections 8 and 9 of the Act);

Site and project manager;

Construction supervisor;

Occupational health and safety representatives [Section 18 (3) of the Act];

Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2;

Operators and drivers of construction vehicles and mobile plant (Construction Regulation 21);

Basic fire prevention and protection (Environmental Regulations 9 and Construction Regulation 27);

Basic first-aid (General Safety Regulations 3);

Storekeeping methods and safe stacking (Construction Regulation 26); and

Emergency, security and fire coordinator.

#### 4.8.4 Awareness and promotion

The principal contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

Toolbox talks

Posters

Videos

Competitions

Suggestion schemes

Participative activities such as employee “occupational health and safety circles”.

#### 4.8.5 Notices and signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C (2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2 (5) 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) [10(e) only applicable to contractor's yards]

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 (Schedule D)
Explosive powered tools	Construction Regulation 19(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(B)

#### 4.8.6 Competence

The principal contractor shall ensure that his and other contractors' employees appointed are competent and that all training required to do the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The principal contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses, and the work situation changes.

Records of all training must be kept on the occupational health and safety file for auditing purposes.

#### 4.9 Consultation, communication, and liaison

The following arrangements will apply-

4.9.1 Occupational health and safety liaison between the Client, the principal contractor, the other contractors, the designer and other concerned parties will be through the occupational health and safety committee. In the absence of a health and safety committee, the Client and principal contractor will agree on an alternative communication forum to be implemented.

4.9.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally (followed up in writing within 14 days) or in writing, as and when the need arises.

4.9.3 Consultation with the workforce on occupational health and safety matters will be through their supervisors, occupational health and safety representatives, the occupational health and safety committee and their elected trade union representatives, if any.

4.9.4 The principal contractor will be responsible for the dissemination of all relevant occupational health and safety information to the other contractors, for example design changes agreed with the Client and the designer, instructions by the Client and/or his agent, exchange of information between contractors, the reporting of hazardous and/or dangerous conditions and/or situations etc.

4.9.5 The principal contractor will be required to do site safety walks with the Client and/or his agent on a basis to be determined and agreed between the parties.

4.9.6 The principle and other contractors will be required to conduct toolbox talks with their employees on a weekly basis and records of these must be kept on the occupational health and safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise be kept on the occupational health and safety file. 7. The principal contractor's most senior manager on site will be required to attend all the Client's occupational health and safety meetings.

The Client or his agent and the principal contractor will agree of the dates, times and venues of the occupational health and safety meetings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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#### 4.10 Checking, reporting and corrective actions

##### 4.10.1 Monthly compliance assessment by Client [Construction Regulation 4(1)(d)]

The Client will be conducting a monthly assessment to comply with Construction Regulation 4(1)(d) and to confirm that the principal contractor has implemented and is maintaining the agreed and approved occupational health and safety plan.

##### 4.10.2 Other assessments and inspections by the client

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks.

##### 4.10.3 Conducting an assessment

A representative of the principal contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

##### 4.10.4 Contractor's assessments and inspections

The principal contractor is to conduct his own internal assessments and inspections to verify compliance with his own occupational health and safety plan and management system as well as the requirements of this specification and the compliance of other contractors under his/her control.

##### 4.10.5 Inspections by occupational health and safety representatives and other appointees

Occupational health and safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

##### 4.10.6 Recording and review of inspection results

All the results of the abovementioned inspections must be in writing, reviewed at occupational health and safety committee meetings, endorsed by the chairperson of the meeting and placed on the occupational health and safety file.

##### 4.10.7 Reporting of inspection results

The principal contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "Safety, Health and Environment Risk Management Report".

#### 4.11 Incident reporting and investigation

##### 4.11.1 Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHSACT)

The principal contractor must 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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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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 Client within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the OHSACT and General Administrative Regulation 8), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail. All other reports should still be completed and provided as required.

The principal contractor is required to provide the Client with copies of all statutory reports required in terms of the OHSACT within 7 days of the incident occurring.

The principal contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 (3) and (4) below, within 7 days of the incident occurring.

#### 4.11.2 Accident and incident investigation (General Administrative Regulation 9)

1. The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that he, she and/or they had to be referred for medical treatment by a doctor, hospital or clinic.
2. The results of the investigation to be entered into the accident and/or incident register.
3. The principal contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) and (c) of the OHSACT and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
4. The principal contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
3. The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

## 5. Operational control

### 5.1 Emergency preparedness, contingency planning and response

5.1.1 The Contractor must appoint a competent person to act as emergency controller and/or coordinator.

5.1.2 The principal contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.

5.1.3 The principal contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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## 5.2 First aid (General Safety Regulation 3)

5.2.1 The principal contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulation 3 of the OHSACT.

5.2.2 The contingency plan of the principal contractor must include arrangements for the speedy and timely transportation of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) that may require it.

5.2.3 The principal contractor must have firm arrangements with his other contractors in place regarding the responsibility of the other contractors injured and/or ill employees.

## 5.3 Security

5.3.1 The principal contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include among others the rule that non-employees will not be allowed on site unaccompanied.

The principal contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

## 5.4 Structures (Construction Regulation 9)

The principal contractor must ensure that:

5.4.1 Only skilled employees are allowed to erect structures and that the skills of these employees are being verified at regular intervals.

5.4.2 Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it.

5.4.3 No structure is overloaded to the extent where it becomes unsafe.

5.4.4 He or she has received from the designer the following information:

- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
- A geo-scientific report (where applicable).
- The loading the structure is designed to bear.
- The methods and sequence of the construction process.
- Any other applicable information.

5.4.5 All drawings pertaining to the design are on site and available for inspection.

## 5.5 Access scaffolding (Construction Regulation 14)

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SABS 085 entitled, "The Design, Erection, Use and Inspection of Access Scaffolding".

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding must be erected, altered or dismantled by person(s) who has/have adequate training and experience in this type of work or under the continuous supervision of such a person.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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## 5.6 Lifting equipment (Construction Regulation 20)

Lifting equipment must be designed and constructed in accordance with the manufactures/designer's specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18 of the OHSACT:

The Driven Machinery Regulation requires that:

- a. Lifting equipment be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table of maximum loads should be used by the driver/operator.
- b. Each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit.
- c. Lifting equipment be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted.
- d. Lifting equipment fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML.
- e. Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
  - chains – 4 (four)
  - steel wire ropes - 5 (five)
  - fibre ropes- 10 (ten)
- f. Every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting;
- g. Every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;
- h. All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
- i. No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Labour.

## 5.7 Lifting tackle

The following requirements will apply to lifting tackle:

- a. Manufactured of sound material, well constructed and free from patent defects;
- b. Clearly and conspicuously marked with an identity number;
- c. Maximum mass load factor of safety:
 

• Natural fibre ropes	-	10(ten)
• Man-made fibre ropes and woven webbing	-	06(six)
• Steel wire ropes – single rope	-	06(six)
• Steel wire ropes – combination slings	-	08(eight)
• Mild Steel chains	-	05(five)
• High tensile/alloy steel chains	-	04(four)
- d. Steel wire ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded in a designated log book.

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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### 5.8 Machine operators

The following requirements will apply to machine operators:

- a. Only certified and/or competent employees may be allowed to operate any machinery.
- b. Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating.
- c. Operators of Jib cranes with a maximum mass load of 500 kg or more must be in possession of a certificate of training issued by an accredited (by the Department of Labour) training provider.

### 5.9 Construction vehicles and mobile plant (Construction Regulation 21)

Construction vehicles and mobile plant will initially during the competency evaluation process be inspected by the Client prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHSACT and Regulations.

Construction vehicles and mobile plant must be:

- a. Of acceptable design and construction;
- b. Maintained in good working order;
- c. Used in accordance with their design and intention for which they were designed;
- d. Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- e. Provided with safe and suitable means of access;
- f. Fitted with adequate signalling devices to make movement safe including reversing;
- g. Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same;
- h. Provided with roll-over protection;
- i. Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- j. Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- k. Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.

No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.

The construction site must be organised to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated.

Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.

In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.

Employees employed adjacent or on public roads must wear reflective safety vests.

All construction vehicles and mobile plant daily inspection records must be kept in the occupational health and safety file.

#### 5.10 Electrical installations (Construction Regulation 22)

The installation of temporary electricity for construction use shall be in accordance with Construction Regulation 22 and the Electrical Installation Regulations.

The principle contractor must ensure that:

- a. Existing services are to be located and marked before construction commences and during the progress thereof;
- b. Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc;
- c. Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;
- d. Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file;
- e. Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and
- f. A competent person appointed in writing must control all temporary electrical installations.

#### 5.11 Electrical and mechanical lockout

An electrical and mechanical lockout procedure must be developed by the principal contractor and submitted to the Client for approval before construction commences. All contractors on site must adhere to this lockout procedure.

#### 5.12 Use and storage of flammables (Construction Regulation 23)

The principal contractor must ensure that:

- a. No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- b. No flammables are used or applied e.g., in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- c. The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other sources of ignition is allowed in the area
  - The area is conspicuously demarcated as "flammable"
- d. Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- e. Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused i.e.:
  - Stored in a locked and well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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- The flammables store to be constructed of two-hour fire-retardant walls, door and roof and separated from adjoining rooms or workplaces by means of a two-hour fire-retardant fire wall
  - Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
  - All electrical switches and fittings to be of a flameproof design
  - Any work done with tools in a flammable store or work areas to be of a non-sparking nature
  - No Class A combustibles such as paper, cardboard, wood, plastic, straw etcetera to be stored together with flammables
  - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
  - A sign indicating the capacity of the store to be displayed on the door
- f. Only one day's quantity of flammable is to be kept in the workplace;
- g. Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- h. Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- i. Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

#### 5.13 Housekeeping (Construction Regulation 25)

The principal contractor must ensure that:

- a. Housekeeping is continuously implemented and maintained;
- b. Materials and equipment are properly stored;
- c. Scrap, waste and debris is removed regularly;
- d. Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- e. Waste and debris not to be removed by throwing from heights but by chute or crane;
- f. Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- g. Catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- h. An unimpeded work space is maintained for every employee;
- i. Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done;
- j. As far as is practicable, every floor, walkway, stair, passage and gangway are kept in good state of repair, skid-free and free of obstruction, waste and materials;
- k. The walls and roof of every indoor workplace be sound and leak-free; and
- l. Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences, boarded over or provided with protection to prevent persons from falling.

#### 5.14 Stacking and storage (Construction Regulation 27)

The principal contractor must ensure that:

- a. A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- b. Adequate storage areas are provided and demarcated;
- c. The storage areas are kept neat and under control;
- d. The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- e. The items in the lower layers can support the weight exerted by the top layers;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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- f. Cartons and other containers that may become unstable due to wet conditions are kept dry;
  - g. Pallets and containers are in good condition and no material is allowed to spill out;
  - h. The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
  - i. The articles that make up a single tier are consistently of the same size, shape and mass;
  - j. Structures for supporting stacks are structurally sound and able to support the mass of the stack;
  - k. No articles are removed from the bottom of the stack first but from the top tier first;
  - l. Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
  - m. Stacks that are in danger of collapsing are broken down and restacked;
  - n. Stability of stacks are not threatened by vehicles or other moving plant and machinery;
  - o. Stacks are built in a header and stretcher fashion and that corners are securely bonded;
  - p. Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

#### 5.15 Storage of flammable and hazardous chemicals (Hazardous Chemical Substances Regulations)

See paragraphs 5.16 and 5.21 below.

#### 5.16 Fire prevention and protection

The principal contractor must ensure that:

- a. The risk of fire is avoided;
- b. Sufficient and suitable storage of flammables is provided;
- c. Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace, for example:
  - Notices prohibiting smoking is displayed and enforced
  - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
  - Only spark-free hand and power tools are used
  - No grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
  - Flameproof switches and fittings are to be used in the flammable atmosphere
  - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
  - Adequate ventilation is maintained
  - Adequate and suitable fixed and portable firefighting equipment are provided and maintained in good working order.
- d. Maintenance must include:
  - Regular inspections by a competent person appointed in writing and records of such inspections should be kept in the occupational health and safety file
  - Annual inspection and service by an accredited service provider
- e. All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- f. A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;

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Contractor

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- a. Employees are informed regarding emergency evacuation procedures and escape routes;
- b. Emergency escape routes are kept clear at all times and clearly marked;
- c. Evacuation assembly points are demarcated and made known to employees;
- d. Evacuation is practiced to ensure that all persons are evacuated timeously;
- e. Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors have been left behind; and
- f. A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

### 5.17 Eating, changing, washing and toilet facilities (Construction Regulation 28)

#### 5.17.1 Toilets

- a. The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28.
- b. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.

#### 5.17.2 Showers

At least cold-water showers of some sort for each sex have to be provided at a ratio of at least 1 shower per 15 employees.

#### 5.17.3 Change rooms

*Some form of screened off changing facility must be provided separately for each sex.*

#### 5.17.4 Eating facility

Some form of eating facility sheltered from the sun, wind and rain must be provided.

#### 5.17.5 Living accommodation

Where the site is in a remote location and transport to home is not readily available, reasonable and suitable living accommodation must be provided.

### 5.18 Personal and other protective equipment (Sections 8, 15 and 23 of the OHSACT)

The principal contractor is required to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The principal contractor may **not charge any fee** for protective equipment prescribed by him or her **but may charge for equipment under the following conditions:**

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has patently abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment.

#### 5.19 Portable electrical tools and equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e., drills, saws, grindstones, portable lights, etcetera. In addition, electrical appliances such as fridges, hotplates, heaters, etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

This equipment -

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

#### 5.20 Public health and safety (Section 9 of the OHSACT)

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- a. Non- employees entering the site for whatever reason;
- b. The surrounding community; and
- c. Passers-by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

#### 5.21 Hazardous chemical substances

The principal contractor must ensure that:

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Contractor

Witness 1

Witness 2

Employer

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- a. Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- b. Employees obey lawful instructions regarding:
  - The wearing and use of protective equipment
  - The use and storage of hazardous chemical substances
  - The prevention of the release of hazardous chemical substances
  - The wearing of exposure monitoring and measuring equipment
  - The cleaning up and disposal of materials containing hazardous chemical substances
  - Housekeeping, personal hygiene and the protection of the environment
- c. The risk assessments required in terms of Construction Regulation 7 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- d. Suppliers provide the necessary information in the form of a material safety data sheet regarding hazardous chemical substances required to ensure the safe use and storage of that substances;
- e. An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances;
- f. Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g., "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- g. Hazardous chemical substances for example asbestos dust are not cleared by using compressed air but should be vacuumed;
- h. No person eats or drinks in a hazardous chemical substances' workplace; and
- i. Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

## 5.22 Excavations (Construction Regulation 11)

Where excavations or any part thereof will exceed 1,5 m in depth the principal contractor will be required to submit a method statement to the Client for approval before commencing with the excavation and the Client will issue a permit to proceed once the risk assessment and method statement is approved.

Regardless of the above, all excavation work has to comply with the following:

- 5.22.1 Excavation work must be carried out under the supervision of a competent person with at least two years practical experience in excavation work who has been appointed in writing.
- 5.22.2 Before excavation work begins the stability of the ground must be evaluated.
- 5.22.3 Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- 5.22.4 No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- 5.22.5 Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out **but only after** written permission has been obtained from the appointed competent person.
- 5.22.6 Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.
- 5.22.7 Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be

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decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator.

- 5.22.8 No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load.
- 5.22.9 Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.
- 5.22.10 Every excavation must be provided with means of access that must be within 6 metres of any employee within the excavation at any time.
- 5.22.11 The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.
- 5.22.12 Every excavation, including the shoring and bracing or any other method to prevent collapse, must be inspected by the appointed competent person as follows:
- Daily before work commences
  - After every blasting operation
  - After an unexpected collapse of the excavation or part thereof
  - After substantial damage to any support
  - After rain
- 5.22.13 The results of any inspections must be recorded in a register kept on site.
- 5.22.14 Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off to at least one meter high and as close to the excavation perimeter as practicable.
- 5.22.15 Provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- 5.22.16 Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
- Any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable or noxious air mixture.
  - The confined space must be purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes.
  - The safe atmosphere must be maintained.
  - Employees are to be provided with breathing apparatus and wearing a safety harness with a rope with the free end of the rope being continuously attended to by a person outside the confined space.
  - Furthermore, an additional person, trained in resuscitation, to be in full-time attendance immediately outside the confined space.
  - Additional serviceable breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
  - All pipes, ducts etcetera that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
  - The employer must ensure that all employees have left the confined space after the completion of work.
  - Where flammable gas is present on or in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

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### 5.23 Tunnelling activities

The principal contractor must ensure that:

- a. Tunnelling activities are carried out under the supervision of a competent person with at least ten years practical experience in tunnelling work who has been appointed in writing.
- b. All tunnelling activities comply with the Tunnelling Regulations as published under the Mine Health and Safety Act (No 29 of 1996), as amended.
- c. No person is allowed to enter a tunnel which has a height dimension of less than 800 mm.

### 5.24 Blasting

The principal contractor must ensure that:

- a. Blasting activities are carried out under the supervision of a competent person with at least five years practical experience in blasting who has been appointed in writing.
- b. A method statement is developed in accordance with all applicable explosives' legislation, by an appointed person who is competent in the use of explosives.
- c. The necessary permits are in place for the transportation of explosives to be used.
- d. Access to the blasting area is strictly restricted.
- e. No smoking or hot work is allowed close to explosives or the blasting areas.
- f. Reasonable steps are taken to prevent damage to structures in the vicinity of the blasting area.
- g. Any other industry required safety measures are considered and implemented specifically taking the construction site's specific requirements into account.

### 5.25 Working in confined spaces (such as manholes)

#### 5.25.1 Ventilation

The confined space or manhole cover and two adjacent covers must be opened (i.e., a total of three manholes) and the confined space or manhole be allowed to ventilate for at least 15 minutes before entering the manhole. All open manholes must be barricaded and manned at all times.

A gas monitor must be lowered to the bottom of the confined space or manhole with a rope to test the presence of any toxic/flammable gas. If any gas is detected, the space or line must be force ventilated by means of a blower for at least 15 minutes where after the air must be tested again. Under no circumstances may any space or manhole be entered while there is a toxic/flammable gas present.

After the undertaking of the necessary work, the person in charge of the activities must confirm that all the employees are accounted for and ensure that all the manholes are properly closed and barricading removed.

#### 5.25.2 Entering a manhole

When entering a confined space or manhole, the person entering the space or manhole must wear a safety harness, fully operational gas detector as well as a self-rescuer. A lifeline must be attached to the safety harness and a person on the surface must be in continuous contact with the person in the manhole. At least one person on the surface must be trained in basic first-aid (level 1).

No person shall remain within a confined space or manhole for a period of more than one hour at a time. A minimum of 5-minute rest periods on the surface must be taken after this period before re-entering.

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Should the alarm sound on the gas monitor, the employees must exit the confined space or manhole and the immediate area must also be evacuated immediately. The area must be properly ventilated and re-tested before re-entering the confined space or manhole. Professional support should be called for if necessary.

Employees must be provided with flameproof lighting when entering deep manholes or manholes with flammable gases. No naked lights, smoking or unprotected electrical apparatus which may cause sparks, shall be permitted in any manhole or confined space or in their vicinity.

#### 5.25.3 General

All employees working in confined spaces or manholes must be issued with fully functioning gas monitoring equipment and safety harnesses as well as self-rescuers where applicable. All these employees must be trained (including refresher training on a continuous basis) in the use thereof.

Where over-pumping between manholes is involved, only leak free pumping machines and conveyance tubes must be used and allowed.

#### 5.25.4 Safety equipment

All teams must be issued with fully functional gas monitoring equipment and safety harnesses and self-rescuers where applicable. All employees must be trained (including refresher training on a continuous basis) in the use thereof.

#### 5.25.5 General records

The following records shall be implemented and maintained by the principal contractor:

- a. Confined space entry permits
- b. Confined space entry registers
- c. Safety harness registers

#### 5.25.6 Training

- a. All employees that have to enter a confined space or manholes must be formally trained before being required to enter such areas (new employees to complete this training before working in a confined space).
- b. Refresher courses must be attended by employees at least every 2 years or immediately if new methodologies or equipment are adopted or acquired.
- c. Continuous on-site training and support by supervisory staff should be undertaken.

### 5.26 Working over or close to water

Where construction or other support work is undertaken over or in close proximity to water or similar liquids such as sludge, the principal contractor shall –

- a. Appoint a competent person in writing to supervise, control and inspect any work on or over or in close proximity of the water as well as the construction, installation, and dismantling of caissons and/or cofferdams and/or other support or safety structures;
- b. Ensure that written proof of the competence of above appointee is available on site;
- c. Ensure that risk assessments are carried out by the competent person on a daily basis;
- d. Ensure that measures for the timeous warning of flooding are in place;
- e. Ensure that provision is made to prevent employees from falling into the water and the rescuing of employees in danger of drowning;
- f. Ensure that where an employee is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the employee; and

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 Contractor

 Witness 1

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 Employer

 Witness 1

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- g. Provide applicable personal protective equipment such as safety harnesses etcetera and enforce the utilisation thereof.

#### 5.27 Form and support work

- a. Form and support work must be carried out under the supervision of competent person designated in writing.
- b. Form and support work structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied.
- c. No load may be imposed onto the structure that the structure is not designed to carry.
- d. Form and support work must be erected in accordance with the structural design drawings for such form and support work and if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the form and support work.
- e. All drawings pertaining to the form and support work must be kept available on site.
- f. All equipment used in the erection of form and support work must be checked by a competent person before use.
- g. The foundation or base upon which the form and support work is erected must be able to bear the weight and keep the structure stable.
- h. Employees erecting form and support work must be trained in the safe work procedures for the erection, moving and dismantling of the form and support work.
- i. Safe access and emergency escape must be provided for employees.
- j. A competent person must inspect the form and support work structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the form and support work is stripped. The results of all inspections must be recorded in a register kept on site.
- k. The form and support work must be left in place until the designated competent person has authorised its stripping in writing.
- l. Any damaged form and support work must be repaired and/or rectified without delay.
- m. Deck panels must be secured against displacement.
- n. The slipping of employees and other persons on release agents on deck panels must be prevented at all times.
- o. Employees' health must be protected against the use of solvents, oils or other similar substances.

#### 5.28 Welding, flame cutting or similar operations

5.28.1 A competent person will be appointed to supervise welding, flame cutting or similar operations on site.

5.28.2 The following rules will govern all welding and flame cutting or similar operations:

- a. The welder will be trained regarding the safe use/operation of the equipment.
- b. The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing.
- c. Cables and electrode holders will be effectively insulated.
- d. The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with protective equipment.
- e. Special precautions will be taken where welding is undertaken in confined spaces e.g., proper and sufficient ventilation will be provided.
- f. In wet or damp conditions, the welding equipment and the welder will be properly insulated and someone will be on standby to assist in the event of any emergency.
- g. A qualified person will certify in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken.
- h. No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container-
  - is completely closed, unless the rise in internal pressure cannot render in dangerous; or

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- contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.
  - i. Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.
  - j. Gas welding hoses may only be joined with approved connectors and clamps.
  - k. No oil or grease may be applied to oxygen valves and fittings.
  - l. It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain
  - m. Acetylene cylinders may never be inclined in excess of 45°
  - n. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.
  - o. Where explosive and/or flammable vapours are present welding will be done under "hot work" permits.

### 5.29 Transportation of employees

5.29.1 Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.

5.29.2 The principal contractor shall not allow employees to be transported in a goods vehicle unless the portion of the vehicle in which the employees are being conveyed is enclosed to a height of –

- a. at least 350 mm above the surface on which employees are seated; or
- b. at least 900 mm above the surface on which employees are standing, in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion.

### 5.30 COVID-19

Documents that need to be updated

Document control will be a critical path to ensure that all employees know the exact risks and mitigation factors around the COVID 19 virus.

- Baseline risk assessment shall be written on COVID 19 to ensure all the risks is covered and discussed to the employees
- Health and safety policy would need to be changed to address the COVID 19 pandemic
- All safe work procedures shall cover COVID 19
- COVID 19 guideline or procedure shall be drawn up and available in the safety file and discussed to all employees. This procedure will explain how the contractor will ensure that the virus does not spread during construction
- A guideline on what the process will be if an employee or a visitor is showing symptoms of the COVID 19 virus
- COVID 19 Toolbox talks shall be held with all employees to explain to the employees what the COVID 19 virus is
- Applicable Checklist & register should be in place to ensure that all the measures that is stipulated in the Client OHS Spec, Baseline Risk assessment, COVID procedure and contractor OHS Plan
- Sign in register will need to be available at every site entrance where the employee or site security can write down the temperature of the employee or Visitor

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- All Health and safety related policies will need to be revised to ensure that COVID 19 is cover and explained in all of them in the applicable manner
- COVID 19 manager shall be appointed on site. This employee shall be on site full-time.

### **Hand sanitation points**

Hand sanitation points will need to be placed at strategic places as well as the high-risk area. The first place where sanitation station shall be placed is at all site entrances. High risk areas will be identified by the following:

Areas where employees are in frequent and/or close contact (i.e., within 1,5 Meter of people)

The high-risk areas will have additional sanitation stations, all employees shall wear mask or face shield when working closer than 1, 5 Meter from the nearest employee. Employees will be trained to wash hands more frequently or to use sanitizer more frequently.

The hand sanitizer that will be used shall have more than 70% of Ethyl alcohol. This needs to be ensured by the safety office on site as well as a Material Safety Data Sheet (MSDS) available close by for confirmation of the 70%. The hazardous chemical register shall be available in the flammable store. This register shall also include the hand sanitizer.

Hand washing posters shall be available at all hand washing stations to ensure that all employees know what the correct way is of washing your hands to cover all the areas. Informational posters about COVID 19 shall also be visible at these areas to ensure that employees know how the virus spreads and how to prevent spreading. The sanitisation stations will need to be cleaned on a regular basis.

### **Cleaning & disinfecting**

All work surfaces need to be cleaned and disinfected on a regular basis. The chemical that will be used to clean the surfaces must have a minimum of 70% Ethyl Alcohol and the MSDS for that specific sanitizer must be available in the safety file under the MSDS's section. Plant, site offices & construction sites shall be decontaminated before the start of the site. The contractor that decontaminated the site shall issue a certificate to explain it has been done and explain what chemicals was used.

### **Offices**

- All offices must have a biochemical hazardous bin with a medical waste bag that can be sealed
- The offices need to be cleaned on a regular basis
- If disposable gloves are being used, they must be discarded in the medical waste bin.
- Only employees that is working in the office will be allowed in the offices
- All visitors must arrange with office personnel if they have an appointment with one of the office employees to move outside and have the appointment outside or in a well-ventilated area and if possible, keep social distancing distance (1,5 Meter)
- Cleaners must focus on cleaning the following areas: desks, printers, door handles, kettles, microwaves & office equipment (cabinets, staplers, punchers) etc.
- No utensils shall be shared
- All employees shall sanitise their hands before and after using building plans

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**Ablution Facilities**

- All ablution facilities shall have a washing station or a sanitation station.
- Sufficient paper towels shall be available to dry off hands after sanitizing
- All ablution facilities must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- Paper towels shall be discarded into the medical waste bin provided at the ablution facilities
- Ablution facilities must be cleaned on a more regular basis to ensure a clean surface at all times
- Chemical toilets ratio is reduced to 1-10 employees and flush toilets ratio is reduced 1-15 employees
- Cleaners must focus on the most touch areas when cleaning ablution facilities (toilet handles, door handles, taps, basins surfaces, toilet seats etc.)

**Eating areas**

The eating areas in construction is a high risk due to the fact that the employees under normal circumstances would have sit within 1, 5 Meter of each other.

Eating areas will need to make bigger to accommodate all employees at once but still implement social distancing of 1, 5 Meter at least.

All eating areas must have a biochemical hazardous bin, with a medical waste bag that can be sealed

All Servite that was used or paper towels that was used to dry hands after using the sanitation station must be discarded in the hazardous bin.

All eating areas shall have a washing station or a sanitation station

Lunch breaks should be staggered between contractors / employees to ensure that during lunch the social distancing 1, 5 Meter can still be implemented.

All chairs, Table tops and drinking water taps need to be cleaned after each lunch break

Notice board shall be placed at the eating area to ensure that all employees see all posters and notices

Clean drinking water need to be supplied to all employees at the eating area

**Waste management**

The waste management on site will be a critical path and will need to be monitored. The PPE and cleaning material that will be discarded will be seen as medical (biological hazardous) waste. This will need to be separated from normal waste, all medical waste bins will need to have a waste bag that can seal and need to be removed by a registered service provider. Hazardous bins shall be foot operated to ensure employees do not touch the lid of the hazardous bin.

**Paper towels**

Paper towels shall be supplied to by the contractor at all sanitation stations and washing stations for employees to dry their hands. These towel papers will be discarded in the medical waste bins. The contractor shall ensure that sufficient paper towels is in storage for a fast and effective replacements

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**PPE**

All disposable PPE shall be discarded in these medical waste bins. Disposable PPE will be the following: dust masks, surgical masks etc.

**Disinfectants**

The sanitizers that will be available throughout the site if finished and not refilled will be discarded as medical waste. The contractor must ensure that sufficient stock of hand sanitizer and soap is available in the storeroom. This chemicals and soap shall be recorded as it is booked out of the storeroom.

**Wastewater**

The water that will be used at the hand washing points will need be stored in a container with a lid. This infected water will then need to be treated before the water can be discarded in a normal municipal sewage system.

**Biological hazardous waste bin**

The hazardous waste bins that will be placed all over site will need to be a different colour from the normal waste bin. This hazardous waste bins will need the appropriate signage's as displayed below as well as a sealable bag inside. This is an example of the sign that needs to be visible on all hazardous waste bins on site:

The hazardous waste bin does not have a specific size that will be required, but the contractor will need to monitor the waste and accordingly let the registered service provider come and remove the waste. The waste can only be dumped at a Class 1 dumping site or be incinerated. The registered service provider will provide a certificate that it has been discarded at the class 1 dumping site or incinerated. Hazardous bins shall be foot operated to ensure employees do not touch the lid of the hazardous bin.

**Personal Protective Equipment (PPE)**

COVID 19 be prevented from spreading using the correct PPE. The COVID 19 virus is spread by small droplets that can be enter the body at the face through the nose, mouth and the eyes. This is the critical areas that must be protected at all cost to prevent the employees from getting the feared COVID 19 virus. The disposable PPE will be treated as biological hazardous waste as explained above in waste management

The Contractor shall supply all employees with 2 cloth masks (1 to wear, 1 to wash). The cloth masks will be checked every morning at the entrance of the gate to ensure that employees are washing the cloth masks. This is an example of a cloth mask:

If the employees are working in a high-risk area, the contractor will need to have a look at alternative measures to protect the employee's eyes as well as mouth and nose area. Face shields is a perfect example of an alternative way to protect our workers. There are different types of face shields on the market, from loose face shields with a strap to face shield and hard hat combination. Below is an example of these alternative equipment that will need to be in place in high-risk areas when possible:

Employees will only be required to wear hand gloves when the task will require it (will be stipulated in the risk assessment). When for example the employee will do grinding work and the face shield will not last then the employee will be required to wear goggles and a normal dust mask.

**Accommodation**

When the contractor provides accommodation to the employees on site the following shall be in place:

- The quantity of employees must be looked at that is accommodated on site

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- The restrictions on the number of employees using the same ablution facilities
- Cutlery & utensils shall not be shares between employees
- Social distancing between employees (at least 1,5 Meter) when in sleeping quarters and in cooking facilities
- The employees shall practice good personal hygiene and shall sanitise areas that on a regular basis that is used by all employees
- Employees shall not share any personal belongings with each other for example: clothes & towels

The transportation of employees shall be monitored by the site safety officer as well as site management. Transportation will be arranged that all employees at all times implement the social distance of at least 1, 5 Meter from each other. Employee using transportation as well as drivers will at all times wear mask to prevent the spread of the virus. Employees shall sanitize their hands before using transportation and after using transportation. Transporting employees in big quantities must at all times be prevented if possible. All transport shall be disinfected before and after use. If employees drive with personal transport, sufficient parking must be made available

### COVID 19 Signage's

The applicable signage's shall be displayed at all the applicable places for example all the notice boards that is identified in this document. The contractor shall as far as reasonably practicably post posters about COVID 19 to ensure that all employees know the essential information of the virus. The signage's will be essential to show employees with the use of pictograms what is the most important factors to keep in mind on site. All hand sanitation station shall have a sign that states it is a sanitation station and while have a poster to explain to employees exactly how to wash their hands to prevent getting infected.

This is examples of signs that shall be visible all over site to keep reminding employees of the risks. The site entrances shall get additional signage's to explain to visitor and employees the applicable PPE for the site. These signs are examples of signs that shall be visible at the site entrances:

### COVID 19 Posters

The contractor will be responsible to display posters on all notice boards on site as stipulated to ensure that employees are informed of the COVID 19 virus. The responsibility is with the contractor to communicate these posters to the employees and the train them on all the precaution measures and the keep them informed

## 6. Health and safety policy

The principal contractor has to provide the Client, as an annexure to the health and safety plan, with a detailed health and safety policy outlining the principal contractor's stance on and principles adopted for health and safety.

## 7. Cost for health and safety measures during the construction process

To enable the Client to comply with Construction Regulation 4 (1) (h), all potential principal contractors submitting tenders have to demonstrate to the Client that sufficient provision has been for the cost to implement the health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHSACT and its Regulations.

A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor's tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender in terms of Construction Regulation 4 (4).

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Contractor

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**8. Project specific risk assessment requirements**

See Annexure 7.

**9. Overview of annexures**

Annexure 1:	Specified framework for the principal contractor's occupational health and safety plan.
Annexure 2:	Legal compliance assessment.
Annexure 3:	Measuring injury experience.
Annexure 4:	SHE risk management report.
Annexure 5:	Guide to risk assessments.
Annexure 6:	The Construction Regulations.
Annexure 7:	List of risk assessments.

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Contractor

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Employer

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## **ANNEXURE 1**

### **SPECIFIED FRAMEWORK FOR THE PRINCIPAL CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY PLAN**

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## Specified framework for the principal contractor's occupational health and safety plan

### 1. Definitions

In this document the following expressions shall bear the meanings assigned to them below:

- 1.1 **Client** means any person for whom construction work is being performed and/or undertaken [i.e., Sekhukhune District Municipality for purposes of this specification];
- 1.2 **Construction Regulations** means the Occupational Health and Safety Act's, No 85 of 1993, Construction Regulations that came into effect on 18 July 2003;
- 1.3 **Occupational health and safety plan** means a documented plan which addresses hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified;
- 1.4 **Occupational 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 working and/or visiting the site;
- 1.5 **OHSACT** means the Occupational Health and Safety Act, No 85 of 1993, as amended; and
- 1.6 **Principal Contractor** means an employer, as defined by section 1 of the OHSACT who performs construction work and is appointed by the Client to be in overall control and management of the construction works.

### 2. Introduction

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the OHSACT, the Client is required to compile an occupational health and safety specification for each of its projects and the principal contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an occupational health and safety plan.

This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's occupational health and safety specification. In terms of Regulation 4 (2), the Client and the principal contractor are required to agree on the occupational health and safety plan before any work may commence.

The principal contractor's health and safety plan has to follow the framework specified in this annexure a minimum guideline.

### 3. Specified framework for the Occupational Health and Safety Plan

#### 3.1 Introduction

*The principal contractor has to demonstrate to the Client that it has developed a suitable and sufficiently documented occupational health and safety plan for the specific project appointed as well as the necessary competencies, experience and resources to perform the construction work safely. The principal contractor should submit the following documentation for perusal and verification by the client:*

- a. Management structure.
- b. Quality plan.

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- c. Human resources plan.
- d. Registered workplace skills plan.
- e. "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- f. Proof of induction and other training of employees.
- g. Copy of minutes as an example of other project's occupational health and safety committee meetings and copies of incident investigation reports.

### 3.2 Contents of the occupational health and safety plan

#### 3.2.1 Occupational health and safety management programme

The occupational health and safety management programme should at least provide a detailed overview of the following matters:

- a. Management of occupational health and safety risks.
- b. Occupational health and safety structures and appointments.
- c. Programme of occupational health and safety inspections.
- d. Occupational health and safety representatives.
- e. Occupational health and safety committee.

#### 3.2.2 Communication principles and management of work

The communication and management principles to be applied should at least cover the following:

- a. Management structure and responsibilities.
- b. Occupational health and safety goals for the project and arrangements for monitoring and reviewing occupational health and safety performance.
- c. Arrangements for:
  - Regular liaison between parties on site; and
  - Consultation with the workforce.
- d. The exchange of design information between the client, designers, supervisors and contractors on site.
- e. Handling of design changes during the project.
- f. Selection and control of contractors.
- g. The exchange of occupational health and safety information between all contractors on matter such as:
  - 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;
  - OHSACT site rules; and
  - Fire and emergency procedures.
- h. Reporting to the client i.e., results of occupational health and safety inspections, incidents, incident investigations and committee meetings.
- i. Reporting of incidents to the Department of Labour and compensation insurer where appropriate

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### 3.2.3 Arrangements for controlling significant site risks and exposures

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

#### 3.2.3.1 Safety risks

- a. Services, including temporary electrical installations.
- b. Preventing employees from falling into excavations, from trucks etcetera.
- c. Work with, on or near fragile materials.
- d. Control of lifting operations.
- e. The maintenance of plant and equipment.
- f. Poor ground conditions.
- g. Traffic routes and segregation of vehicles and pedestrians.
- h. Storage of hazardous materials.
- i. Dealing with existing unstable structures and/or land.
- j. Accommodating adjacent land use.
- k. Other significant safety risks as and when identified.

#### 3.2.3.2 Health risks

- a. Storage and use of hazardous chemical substances.
- b. Dealing with contaminated land or material.
- c. Manual handling.
- d. Reducing noise and vibration.
- e. Provision of adequate lighting.
- f. Ventilation considerations.
- g. Extreme heat and cold temperature considerations.
- h. Dealing with HIV/Aids and other illnesses.
- i. Provision of and maintaining ablution and eating facilities.
- j. Other significant health risks as and when identified.

### 3.3 Preparation of an occupational health and safety operational reference file and/or manual

The following are some of the minimum requirements to be addressed:

- a. Layout, format and content requirements.
- b. Arrangement for the collection and gathering of information.
- c. Storage and archiving of all the information.
- d. Copy to the client at completion of project.

#### 3.3.1 Minimum contents of an occupational health and safety file and/or manual

- a. Occupational health and safety policy.
- b. Notice of new projects.
- c. Relevant site start-up documentation.
- d. Security measures.
- e. Copies of written designations and appointments.
- f. Arrangements with contractors and/or mandataries.

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- g. Occupational health and safety rules and procedures.
- h. Induction training details.
- i. Occupational health and safety training.
- j. Occupational health and safety promotion.
- k. Occupational health and safety representatives.
- l. Occupational health and safety committees.
- m. Workplace facilities, for example ablution, sheltered eating areas etcetera.
- n. Personal protective equipment.
- o. Workplace inspections and assessments.
- p. Investigation and reporting of incidents and/or accidents.
- q. Mechanical safeguarding.
- r. Electrical safeguarding.
- s. Safeguarding against hazardous substances.
- t. Lifting machinery and equipment.
- u. Construction vehicles and mobile plant.
- v. Welding, heating and flame cutting.
- w. Excavations.
- x. Protection of the environment affected by construction activities.
- y. Keeping of records in terms of the OHSACT.

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### 3.4 Risk assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 5 (1).

The risk assessment shall include, at least:

- a. The identification of the risks and hazards to which persons may be exposed to;
- b. The analysis and evaluation of the risks and hazards identified;
- c. A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified;
- d. A plan to monitor the application of the SWPs; and
- e. A plan to review the risk assessments as the work progresses and changes are introduced.

In order to ensure compliance with the Construction Regulations, the principal contractor will be required to carry out the following three forms of risk assessment:

#### 3.4.1 Baseline or datum risk assessments

The principal contractor will be required carry out a risk assessment before the commencement of construction activities. This "baseline" or 'datum" risk assessment will form part of the principal contractor's health and safety plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate

#### 3.4.2 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- a. Designs are amended,
- b. New machines are introduced,
- c. Plant is periodically cleaned and maintained,
- d. Plant is started-up or shut-down,
- e. Systems of work change or operations alter,
- f. Indents or near-misses occur, or
- g. Technological developments invalidate prior risk assessments

#### 3.4.3 Continuous risk assessments

The OHSACT specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general

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awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- a. Regular audits,
- b. Maintaining general hazard awareness, and
- c. Pre-work risk assessment

The principal contractor's health and safety plan should include a comprehensive list (based on Annexure 7 of the client's occupational health and safety specification) to be carried out as well as the methodology to be followed. The plan should also include detailed site-specific occupational health and safety rules to be applied during the project.

### 3.5 Cost for health and safety measures during the construction process

To enable the Client to comply with Construction Regulation 4 (1) (h), all potential contractors submitting tenders have to demonstrate to the Client that sufficient provision has been for the cost to implement the health and health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHSACT and its Regulations.

A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor's tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender in terms of Construction Regulation 4 (4).

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## **ANNEXURE 2**

### **OCCUPATIONAL HEALTH, -SAFETY AND ENVIRONMENT: RISK ASSESSMENT CHECKLIST**

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## Occupational health, -safety and environment: Risk assessment checklist

**(Based on the Construction Regulations of the Occupational Health and Safety Act)**

\* Denotes items applicable to both construction sites, contractor plant and storage yards

ELEMENT	REMARKS
1. Administrative and legal requirements	
2. Education, training and promotion	
3. Public safety, security measures and emergency preparedness	
4. Personal protective equipment	
5. Housekeeping	
6. Working at heights (including roof work)	
7. Scaffolding, formwork and support work	
8. Ladders	
9. Electrical safeguarding	
10. Emergency, fire prevention and protection	
11. Excavations and demolition	
12. Tools	
13. Cranes	
14. Builder's hoist hoists	
15. Transport and materials handling equipment	
16. Site plant and machinery	
17. Plant and storage yard or site workshop specifics	
18. Workplace environment, health and hygiene	

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### 1. Administrative and Legal Requirements

<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</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 OHSACT</b>	Updated copy of the OHSACT and Regulations on site. Readily available for perusal by all employees.	
COID Act Section 80	<b>*Registration with Compensation Commissioner or other approved compensation insurer</b>	Written proof of registration/Letter of good standing available on site.	
Construction Regulation 4 & 5(1)	OHSACT specification, plans and programme	OHSACT spec received from JW. OHSACT plan developed. OHSACT programme implemented. Plans and programme updated regularly.	
Section 8(2)(d) Construction Regulation 7	<b>*Hazard identification and risk assessment</b>	Hazard identification carried out and recorded. Risk assessment and –plan drawn up and updated. Employees and sub-contractors informed and trained.	
Section 16(2)	<b>*Assigned duties (Managers)</b>	Responsibility of complying with the OHSACT 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.	
Construction Regulation 6(2)	<b>Designation of assistant for responsible person</b>	Competent person appointed in writing as assistant construction supervisor.	
Section 17 & 18 and General Administrative Regulations 6 & 7	<b>*Election and designation of occupational health and safety representatives</b>	More than 20 employees - one representative and one additional representative for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful reports. Reports actioned by management.	
Section 19 & 20 and General Administrative Regulations 5	<b>*Occupational health and safety committee/s</b>	Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by management.	
Section 37(1) & (2)	<b>*Agreement with mandataries, contractors and sub-contractors</b>	Written agreement with contractors and sub-contractors. List of contractors and sub-contractors displayed. Proof of Registration with Compensation Commissioner or Compensation Insurer as	

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
		well as Letter of Good Standing. Construction Supervisor designated. Written arrangements regarding representatives and committee. Written arrangements regarding first-aid.	
Section 24 and General Administrative Regulation 8 COID Act Section 38, 39 and 41	<b>*Reporting of incidents (Department of Labour)</b>	Incident reporting procedure displayed. All incidents in terms of section 24 reported to the Provincial Director, Department of Labour, within 3 days (Annexure 1 and/or WCL 1 or 2). Cases of occupational disease reported. Copies of reports available on site. Record of first-aid injuries kept.	
General Administrative 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 committee meeting. Actioned taken by site management.	
Construction Regulation 8	<b>Fall prevention and protection</b>	Competent person appointed to draw up and supervise the fall protection plan. Proof of appointees' competence available on site. Risk assessment carried out for work at heights. Fall protection plan drawn up and updated. Plan available on site.	
Construction Regulation 8(5)	<b>Roof work</b>	Competent person appointed to plan & supervise roof work. Proof of appointees' competence available on site. Risk assessment carried out. Roof work plan drawn up and updated. Roof work inspect before each shift and inspection register kept. Employees medically examined for physical and psychological fitness and written proof on site.	
Construction Regulation 9	<b>Structures</b>	Information regarding the structure being erected received from the designer including: <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 and sequence of construction; and</li> <li>• anticipated dangers, hazards and/or</li> </ul>	

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
		special measures to construct safely. Risk assessment carried out. Method statement drawn up. All above available on site. Structures inspected before each shift. Inspections register kept.	
Construction Regulation 10	<b>Formwork and support work</b>	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of support and formwork. Design drawings available on site. Risk assessment carried out. Support and formwork inspected: <ul style="list-style-type: none"> <li>• before use and inspection;</li> <li>• before pouring of concrete;</li> <li>• weekly whilst in place; and</li> <li>• before stripping or dismantling and inspection register kept.</li> </ul>	
Construction Regulation 14	<b>Scaffolding</b>	Competent persons appointed in writing to: <ul style="list-style-type: none"> <li>• erect scaffolding (scaffold erector/s);</li> <li>• act as scaffold team leaders; and</li> <li>• inspect scaffolding weekly and after inclement weather (scaffold inspector/s).</li> </ul> Written proof of competence of above appointees. Appointees available on site. Copy of SABS 085 available on site. Risk assessment carried out. Inspected weekly and/or after bad weather. Inspection register/s kept.	
Construction Regulation 15	<b>Suspended platforms</b>	Competent persons appointed in writing to: <ul style="list-style-type: none"> <li>• control the erection of suspended platforms;</li> <li>• act as suspended platform team leaders; and</li> <li>• inspect suspended scaffolding weekly and after inclement weather.</li> </ul> Risk assessment conducted. Certificate of authorisation issued by a registered professional engineer available on site and copy forwarded to the Department of Labour. The following inspections of the whole installation carried out by a competent person <ul style="list-style-type: none"> <li>• after erection and before use;</li> <li>• daily prior to use; and</li> <li>• inspection register kept.</li> </ul> <ul style="list-style-type: none"> <li>• <b>The following tests to be conducted by a competent person:</b></li> </ul>	

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
		<ul style="list-style-type: none"> <li>load test of whole installation and working parts every 12 months; and</li> <li>hoisting ropes, hooks and load attaching devices quarterly; and</li> <li>tests log book kept.</li> </ul> <p>Employees working on suspended platforms should be medically examined for physical and psychological fitness. Written proof available.</p>	
Construction Regulation 11	<b>Excavations</b>	<p>Competent person/s appointed in writing to supervise and inspect excavation work. Written proof of competence of above appointee/s available on site. Risk assessment carried out. Excavations 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; and</li> <li>after rain.</li> <li><b>Inspections register kept.</b></li> </ul> <p>Method statement developed where explosives will be and/or are used.</p>	
Construction Regulation 12	<b>Demolition work</b>	<p>Competent person/s appointed in writing to supervise and control demolition work. Written proof of competence of above appointee/s available on site. Risk assessment carried out. Engineering survey and method statement available on site. Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept.</p>	
Construction Regulation 17	<b>Materials hoist</b>	<p>Competent person appointed in writing to inspect the material hoist. Written proof of competence of above appointee available on site. Materials hoist to be inspected weekly by a competent person. Inspection register kept.</p>	
Construction Regulation 24	<b>Water environments (including caissons and cofferdams)</b>	<p><b>Competent person appointed in writing to supervise, control and inspect work on or over water and the construction, installation, and dismantling of caissons and/or cofferdams.</b></p> <p>Written proof of competence of above</p>	

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
		appointee available on site. Risk assessment carried by a competent person on a daily basis. Inspection register kept.	
Construction Regulation 19	<b>Explosive powered tools</b>	Competent person appointed to control the issue of the explosive powered tools and cartridges as well as the service, maintenance and cleaning. Register kept of above. Empty cartridge cases, nails and fixing bolts returns recorded. Cleaned daily after use.	
Construction Regulation 18	<b>Batch plants</b>	Competent person appointed to control the operation of the batch plant as well as the service, maintenance and cleaning of this plant. Register kept of above. Risk assessment carried out. Batch plant to be inspected weekly by a competent person and inspections register kept.	
Construction Regulation 13 and Mine Health and Safety Act	<b>Tunnelling</b>	Complying with Mines Health and Safety Act (29 of 1996). Risk Assessment carried out.	
Construction Regulation 20 Driven Machinery Regulations 18 and 19	<b>Cranes and lifting machines equipment</b>	Competent person appointed in writing to inspect cranes, lifting machines and equipment. Written proof of competence of above appointee available on site. Cranes and lifting tackle identified and numbered. Register kept for lifting tackle. Logbook kept for each individual crane. Inspection: <ul style="list-style-type: none"> <li>• <b>All cranes:</b> Daily by operator.</li> <li>• <b>Tower cranes:</b> After erection and thereafter 6 monthly.</li> <li>• <b>Other cranes:</b> Annually by competent person.</li> <li>• <b>Lifting tackle (slings, ropes, chain slings etcetera):</b> Three monthly.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Construction Regulation 22</b></li> <li>• <b>Electrical Machinery Regulations 9 and 10</b></li> </ul>	<b>*Inspection and maintenance of electrical installation and 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: <ul style="list-style-type: none"> <li>• Electrical installation and equipment</li> </ul>	

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
• <b>Electrical Installation Regulations</b>		<p>inspected after installation, alterations and quarterly thereafter. Inspection registers kept.</p> <ul style="list-style-type: none"> <li>• Portable electric tools and -lights and extension leads identified/numbered.</li> <li>• Monthly visual inspection by user, issuer or storeman. Register kept.</li> </ul>	
Diving Regulations	<b>Diving operations</b>	<p>Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an approved inspection authority of equipment used.</p> <p>Written proof of competence of above appointee available on site.</p> <p>Proof of registration of all divers present on site available.</p> <p>Risk assessment carried out.</p> <p>Diving manual produced and available on site.</p> <p>Record of voice communications kept.</p> <p>Diving operations record kept.</p> <p>Each diver keeps a personal logbook and entries countersigned by the diving supervisor.</p> <p>Decompression tables available on site.</p> <p>Records of any decompression illness kept.</p> <p>Certificate of manufacture of any compression chamber or diving bell in use available on site.</p>	
Construction Regulation 26 General Safety Regulation 8(1)(a)	<b>*Designation of stacking and storage supervisor</b>	<p>Competent persons with specific knowledge and experience designated to supervise all stacking and storage.</p> <p>Written proof of competence of above appointee available on site.</p>	
Construction Regulation 27 Environmental Regulation 9	<b>*Designation of a person to coordinate emergency planning and fire protection</b>	<p>Person/s with specific knowledge and experience designated to coordinate emergency contingency planning and execution and fire prevention measures.</p> <p>Emergency evacuation plan:</p> <ul style="list-style-type: none"> <li>• Developed and available on site;</li> <li>• Drilled and practiced; and</li> <li>• Records of drills and practices available on site.</li> </ul> <p>Fire risk assessment carried out.</p> <p>All fire extinguishing equipment:</p> <ul style="list-style-type: none"> <li>• Identified and on register;</li> <li>• Inspected weekly and inspection</li> </ul>	

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
		registers kept; • Replaced after use; and • 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 boxes freely available. Content of boxes as per the minimum requirements of the OHSACT. One qualified First-aider appointed for every 50 employees (required where more than 10 persons are employed). List of First-aiders and competency certificates available on site. Name and contact details of person in charge of first-aid box clearly displayed. Location of first-aid boxes clearly demarcated. Signs instructing employees to report all injuries and/or illness including first-aid injuries.	
General Safety Regulation 2	<b>Personal protective equipment (PPE)</b>	PPE risk assessment carried out. Items of PPE prescribed and use enforced. Records of issue kept. Undertaking by employee to use and/or wear PPE.	
General Safety Regulation 9	<b>*Inspection and use of welding and/or 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. Equipment identified/numbered and entered into a register. Equipment inspected monthly. Inspection register kept.	
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23	<b>*Control of storage and usage of HCS and other flammables</b>	Competent person/s with specific knowledge and experience designated to control the storage and usage of HCS (including flammables). Written proof of competence of above appointee available on site. Risk assessment carried out. Register of HCS kept and/or used on site.	
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 and testing of VUPs.	

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

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<i>OHSACT Section or Regulation</i>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
		<p>Written proof of competence of above appointee available on site. Risk assessment carried out. Certificates of manufacture available on site. Register of VUPs on site. Inspections and testing by approved inspection authority (AIA):</p> <ul style="list-style-type: none"> <li>• after installation, re-erection or repairs;</li> <li>• every 36 months; and</li> <li>• register or log kept of inspections, tests, modifications and repair on site.</li> </ul>	
Construction Regulation 21	<b>Construction vehicles and earth moving equipment</b>	<ul style="list-style-type: none"> <li>• <b>Operators or drivers appointed to:</b></li> <li>• Carry out a daily inspection prior to use; and</li> <li>• Drive the vehicle or plant that he/she is competent to drive or operate.</li> </ul> <p>Written proof of competence of above appointee available on site. Record of daily inspections kept on site.</p>	
General Safety Regulation 13A	<b>*Inspection of Ladders</b>	<p>Competent person appointed in writing to inspect ladders. Ladders inspected at arrival on site and monthly thereafter. Inspections register kept on site.</p>	
General Safety regulation 13B	<b>Ramps</b>	<p>Competent person appointed in writing to supervise the erection and inspection of ramps. Inspection register kept on site.</p>	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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## 2. Education, training and promotion

Subject	Requirement	Yes/No
*Occupational Health and Safety Policy as per OHSACT Section 7(1)	Policy signed by CEO and published and communicated to employees. Policy displayed on employee notice boards. Management and employees committed.	
*Company and site health and safety rules as per OHSACT Section 13(a)	Rules published. Rules displayed on employee notice boards. Rules issued and explained to employees with written proof hereof. Follow-up to ensure employees understand and adhere to the rules.	
*Induction and task safety training as per OHSACT Section 13(a)	All new employees receive health and safety induction training. Training includes task safety instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand and adhere to instructions.	
*General health and safety training as per OHSACT Section 13(a)	All employees receive basic health and safety training. Written proof kept. Operators of plant and equipment receive specialised training. Follow-up to ensure employees understand and adhere to instructions.	
*Occupational health and safety promotion	Incident experience board indicating among others - <ul style="list-style-type: none"> <li>• Number of hours worked without an injury; and</li> <li>• Number of days worked without an injury.</li> </ul> Safety grading - Board kept up to date. Relevant safety posters displayed and changed regularly. Employee notice board for health and safety notices. Site health and safety competitions. Company health and safety competition. Participation in regional health and safety competitions. Suggestion scheme.	

Contractor

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Witness 2

Employer

Witness 1

Witness 2



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### 3. Public safety, security measures and emergency preparedness

Subject	Requirement	Yes/No
*Notices and signs  Site safeguarding *Security measures  *Emergency preparedness  • *Emergency drill and evacuation	Notices and signs at entrances along perimeters indicating “ <b>No unauthorised entry</b> ” and “ <b>Entry at own risk</b> ”. Notices and signs at entrance instructing visitors and non-employees what to do, where to go and where to report on entering the site or yard with directional signs for example “ <b>Visitors to report to office</b> ”. Notices and signs posted to warn of overhead work and other hazardous activities for example <b>General Warning Signs</b> . Nets, canopies, stills, fans etcetera to protect members of the public passing and/or entering the site. Access control measures and register in operation. Security patrols after hours and weekends. Sufficient lighting after dark. Guard has access to telephone or other means of emergency communication. Emergency contact numbers displayed near telephone. Emergency evacuation instructions posted up on all notice boards (including employees’ notice boards). Emergency contingency plan available on site or in yard. Doors open outwards and unobstructed. Emergency alarm audible all over (including in toilets). Adequate number of employees trained to use fire equipment. Emergency evacuation plan available, displayed and practiced. <b>(See Section 1 for designation and register).</b>	

### 4. Personal protective equipment (PPE)

Subject	Requirement	Yes/No
*PPE needs analysis	Need for PPE identified and prescribed in writing.	
*Head protection	It is compulsory for all persons on site to wear safety helmets including sub-contractors and visitors (where prescribed).	
*Foot protection	All persons on site have to wear safety footwear including gumboots for concrete or wet work and non-slip shoes for roof work.	
*Eye and face protection	Eye and face protection (such as goggles, face shields, welding helmets) to be used when operating the following: <ul style="list-style-type: none"> <li>• Jack or kango hammers;</li> <li>• Angle or bench grinders;</li> <li>• Electric drills (overhead work into concrete, cement and bricks);</li> <li>• Explosive powered tools;</li> <li>• Concrete vibrators or pokers;</li> <li>• Hammers and chisels;</li> <li>• Cutting or welding torches;</li> <li>• Arc welding equipment;</li> <li>• Skill or bench saws; and</li> </ul>	

 Contractor

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Subject	Requirement	Yes/No
	<ul style="list-style-type: none"> <li>Spray-painting equipment etcetera.</li> </ul>	
*Hearing protection	<p>Hearing Protectors (such as muffs, plugs) used when operating the following:</p> <ul style="list-style-type: none"> <li>Jack or kango hammers;</li> <li>Explosive powered tools; and</li> <li>Wood or aluminium working machines such as saws, planers, routers.</li> </ul>	
*Hand protection	<p>Protective gloves to be worn by employees handling or using:</p> <ul style="list-style-type: none"> <li>Cement, bricks, steel or chemicals;</li> <li>Welding equipment;</li> <li>Hammers and chisels; and</li> <li>Jack or kango hammers etcetera.</li> </ul>	
*Respiratory protection	<p>Suitable and efficient respirators to be worn correctly by employees handling or using:</p> <ul style="list-style-type: none"> <li>Dry cement;</li> <li>Dusty areas;</li> <li>Hazardous chemicals;</li> <li>Angle grinders; and</li> <li>Spray-painting etcetera.</li> </ul>	
*Fall Prevention Equipment	<p>Suitable safety belts or fall arrest equipment correctly used by persons working on or in unguarded, elevated positions such as:</p> <ul style="list-style-type: none"> <li>Scaffolding;</li> <li>Riggers;</li> <li>Lift shafts;</li> <li>Edge work; and</li> <li>Ring beam edges etcetera.</li> </ul> <p>Other applicable methods of fall prevention should all be applied such as catch nets.</p>	
*Protective clothing	<p>All jobs requiring protective clothing (such as overalls, rain wear, welding aprons etcetera) to be identified and clothing worn.</p>	
*PPE issue and control	<p>Identified equipment to be issued free of charge. All PPE should be maintained in good condition (i.e. regular checks). Workers instructed in the proper use and maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on file.</p>	

Contractor

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Witness 1

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### 5. Housekeeping

Subject	Requirement	Yes/No
*Scrap removal system	All items of scrap, unusable off cuts, rubble and redundant material removed from working areas on a regular basis. Scrap and/or waste removal from heights by chute, hoist or crane (i.e. nothing thrown or swept over sides). Scrap disposed of in designated containers or areas. Removal from site or yard on a regular basis.	
Stacking and storage (See Section 1 for designation and register)	Stacking: <ul style="list-style-type: none"> <li>• Stable;</li> <li>• On firm level surface or base;</li> <li>• Not leaning and/or collapsing;</li> <li>• Irregular shapes bonded;</li> <li>• Not exceeding 3 times the base;</li> <li>• Stacks accessible; and</li> <li>• Removal from top only.</li> </ul> Storage: <ul style="list-style-type: none"> <li>• Adequate storage areas provided;</li> <li>• Functional for example demarcated storage areas, racks, bins etcetera;</li> <li>• Special areas identified and demarcated for example flammable gas, cement etcetera:</li> <li>• Neat, safe, stable and square;</li> <li>• Store and storage areas clear of superfluous material;</li> <li>• Storage behind sheds etcetera should be neat and under control; and</li> <li>• Storage areas free from weeds, litter etcetera.</li> </ul>	
*Waste control or reclamation	Re-usable off cuts and other re-useable material removed daily and kept to a minimum in the work areas. All re-useable materials neatly stacked or stored in designated areas (i.e. nails removed or bent over in re-useable timber). Issue of hardware, nails, screws and cartridges etcetera should be controlled and return of unused items monitored.	
Sub-contractors	Sub-contractors required to comply with the site or yard's housekeeping requirements.	

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## 6. Working at heights

Subject	Requirement	Yes/No
Openings	<ul style="list-style-type: none"> <li><b>Unprotected openings adequately guarded, fenced and barricaded with catch nets installed where necessary.</b></li> </ul>	
General requirements	Work discontinued when bad or hazardous weather prevails. Fall protection measures (including warning notices) when working close to edges or on fragile roofing material.	

## 7. Scaffolding, formwork and support work

Subject	Requirement	Yes/No
Access and system scaffolding (See Section 1 for designation and register)	Foundation firm and stable. Sufficient bracing. Tied to structure and secured from side or cross movement. Platform boards in good condition and secured. Sufficient platform boards to be used. Handrails and toe boards provided. Access ladders or stairs provided. Area/s under scaffolding tidy. Safe and unsafe for use signs to be used. Complying with OHSACT and SABS 085.	
Free Standing Scaffolding	Foundation firm and stable. Sufficient bracing. Platform boards in good condition and secured. Sufficient platform boards to be used. Handrails and toe boards provided. Access ladders or stairs provided. Area/s under scaffolding tidy. Safe or unsafe for use signs to be used. Height and base ratio correct. Outriggers used and tied to structure where necessary. Complying with OHSACT and SABS 085.	
*Mobile scaffolding	Foundation firm and stable. Sufficient bracing. Platform boards in good condition and secured. Sufficient platform boards to be used. Handrails and toe boards provided. Access ladders or stairs provided. Area/s under scaffolding tidy. Safe and unsafe for use signs to be used. Wheels and swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary. Complying with OHSACT and SABS 085.	
Suspended scaffolding	Outriggers securely supported and anchored. Correct number of steel wire ropes used. Platform as close as possible to the structure.	

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Witness 2

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Subject	Requirement	Yes/No
	Handrails on all sides. All winches, ropes, cables and brakes inspected regularly. Inspection registers kept on site. Scaffolding complies with OHSACT. Winches maintained by competent person.	
Formwork and support work	All components in good condition. Foundation firm and stable. Adequate bracing and stability ensured. Good workmanship, uprights straight and plum. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.	
Special scaffolding	Special scaffolding for example cantilever, jib and truss-out scaffolds erected to an acceptable standard and inspected by specialists. Inspection registers to be kept on site.	
Edges and openings	Edges barricaded to acceptable standards. Manhole openings covered and/or barricaded. Openings in floor and other openings covered, barricaded or fenced. Stairs provided with handrails. Lift shafts barricaded or fenced off.	

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Contractor

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## 8. Ladders

Subject	Requirement	Yes/No
*Physical condition, use and storage (See Section 1 for designation and register)	Stepladders – hinges, stays, braces and stiles in order. Extension ladders – ropes, rungs, stiles, safety latch and hook in order. Extension or straight ladders secured or tied at the bottom or top. No joined ladders used. All ladders stored on hooks or racks and not on ground. Ladders protrude 900 mm above landings, platforms or roof. Fixed ladders higher than 5 m have cages or fall arrest system.	

## 9. Electrical safeguarding

Subject	Requirement	Yes/No
*Electrical distribution boards and earth leakage	Colour coded, numbered and symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate, openings blanked off and no exposed “live” conductors or terminals. Door kept close. Switches and/or circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument - test results within 15 – 30 milli-amps. Aperture openings provided for the plugging in and removal of extension leads without the need to open the door.	
*Electrical installations and wiring	Temporary wiring or extension leads in good condition with no bare or exposed wires. Earthing continuity and polarity correct: <b>“Brown is live, Blue is neutral, Green and Yellow earth the lot”</b> Cables protected from mechanical damage and moisture. Correct loading observed for example no heating appliance used from lighting circuit etcetera. Light fittings and lamps protected from mechanical damage/moisture.	
*Physical condition of electrical appliances and tools	Electrical Equipment and Tools (includes all items plugging in to a 15 Amp supply socket): <ul style="list-style-type: none"> <li>• Insulation and casing in good condition.</li> <li>• Earth wire connected or intact where not of double insulated design.</li> <li>• Double insulation mark where no earth wire.</li> <li>• Cord in good condition/no bare wires/secured to machine &amp; plug.</li> <li>• Plug in good condition, connected correctly and correct polarity.</li> </ul>	

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 Witness 1

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#### 10. Emergency, fire prevention and protection

Subject	Requirement	Yes/No
*Fire extinguishing equipment (See Section 1 for designation and register)	Fire Risks Identified and on record. Fire Extinguishing Equipment available for: <ul style="list-style-type: none"> <li>• Offices;</li> <li>• General stores;</li> <li>• Flammable store;</li> <li>• Fuel storage tanks;</li> <li>• Gas welding or cutting operations; and</li> <li>• Where flammable substances are being used or applied.</li> </ul>	
*Maintenance	Fire equipment serviced minimum annually, but preferably 6 monthly.	
*Location & Signs	Fire Extinguishing Equipment: <ul style="list-style-type: none"> <li>• Clearly visible;</li> <li>• Unobstructed; and</li> <li>• Sign posted including "No Smoking" and "No Naked Lights" where required i.e. (flammable store, gas store, fuel tanks etc.).</li> </ul>	
* Storage issue and control of flammables (incl. gas cylinders)	Storage area provided for flammables with suitable doors, ventilation, bund etcetera. Flammable store neat and tidy with no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied. Only sufficient quantities issued for one day's use. Special gas cylinder store or storage area. Gas cylinders stored, used and transported upright and secured in trolley, cradle or structure that is well ventilated. Types of gas cylinders identified and stored separately. Full cylinders stored separately from empty cylinders.	
*Storage, issue and control of Hazardous Chemical Substances (HCS) (See Section 1 for designation and register)	HCS storage principles applied i.e. products segregated. Provision made for leakage and spillage containment. Emergency (serviceable) showers and eye wash facilities provided. HCS under lock and key as well as controlled by designated person. Decanted or issued in containers with information and warning labels. Disposal of unwanted HCS by recognised disposal agent.	

#### 11. Excavations and demolition

Subject	Requirement	Yes/No
Excavations deeper than 1.5 m. (See Section 1 for designation and register)	Shored or braced to prevent caving or falling in. Provided with an access ladder. Excavations guarded, barricaded or lighted after dark in public areas. Soil dumped at least 1 m away from edge of excavation. On sloping ground soil dumped on lower side of excavation.	

Contractor

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## 12. Tools

Subject	Requirement	Yes/No
*Hand tools	Shovels, Spades and Picks: <ul style="list-style-type: none"> <li>• Handles free from cracks and splinters;</li> <li>• Handles fit securely; and</li> <li>• Working end sharp and true.</li> </ul> Hammers: <ul style="list-style-type: none"> <li>• Good quality handles, no pipe or reinforcing steel handles;</li> <li>• Handles free from cracks and splinters; and</li> <li>• Handles fit securely.</li> </ul> Chisels: <ul style="list-style-type: none"> <li>• No mushroomed heads or heads chamfered;</li> <li>• Not hardened; and</li> <li>• Cutting edge sharp and square.</li> </ul> Saws: <ul style="list-style-type: none"> <li>• Teeth sharp and set correctly; and</li> <li>• Correct saw used for the job.</li> </ul>	
*Explosive powered tools (See Section 1 for designation and register)	Only used by trained and authorised personnel. Prescribed warning signs placed or displayed where tool is in use. Inspected at least monthly by competent person and results recorded in on site register. Issue and return recorded including cartridges or nails and unused cartridges, nails, empty shells recorded. Cleaned daily after use in on site register.	

## 13. Cranes

Subject	Requirement	Yes/No
Tower crane (See Section 1 for designation and register)	Only operated by trained authorised operator with valid certificate of training. Certificate available on site. Structure - no visible defects. Electrical installation good and safe. Crane hook - throat pop marked, safety latch fitted and functional. SWL/MML displayed. Limit switches fitted and operational. Access ladder fitted with backrests or fall arrest system installed. Lifting tackle in good condition and inspection colour coding current.	
*Mobile crane (See Section 1 for designation and register)	Only operated by trained authorised operator with valid certificate of training. Certificate available on site. Rear view mirrors and windscreen visibility good. Windscreen wipers operating effectively. Indicators operational. Hooter working. Tyres safe with sufficient tread and pressure visibly sufficient. No missing wheel nuts.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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Subject	Requirement	Yes/No
	Headlights, taillights operational. Grease nipples and grease on all joints. No visible oil leaks. Hydraulic pipes visibly sound with no leaks. No undue corrosion on battery terminals. Boom visibly in good condition with no apparent damage. Cable and sheaves greased with no visible damage, split wires or corrosion. Brakes working properly. Crane hook - throat pop marked, safety latch fitted and functional. SWL/MML displayed. By-pass valves operational. Deflection chart displayed and visible to operator or driver. Outriggers functional used.	
*Gantry crane	Only operated by trained authorised persons. Correct slinging techniques used. Recognised displayed on chart signals used. Log book kept up to date. Prescribed inspections conducted on crane and lifting tackle. "Crane overhead" signage, where applicable. Crane hook - throat pop marked, safety latch fitted and functional. SWL/MML displayed and load limiting switches fitted and operational.	

#### 14. Builder's hoist

Subject	Requirement	Yes/No
Builder's hoist (See Section 1 for designation and register)	<b>"Hoist in operation"</b> - sign displayed. General construction strong and free from latent defects. Tower: <ul style="list-style-type: none"> <li>Adequately secured and braced.</li> <li>At least 900 mm available for over travel.</li> <li>Barricaded at least 2 100 mm high at ground level and floors.</li> <li>Landing place provided with gate at least 1 800 high.</li> </ul> Platform: <ul style="list-style-type: none"> <li>No persons conveyed on platform.</li> <li>Steel wire ropes with breaking strain of six times maximum weight.</li> <li>Signal systems used.</li> <li>Goods prevented from moving/falling off.</li> <li>Effective brake capable of holding maximum weight.</li> </ul>	

 Contractor

 Witness 1

 Witness 2

 Employer

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### 15. Transport and materials handling equipment

Subject	Requirement	Yes/No
*Site vehicles	All site vehicles, dumpers, bobcats, loaders etcetera checked daily before used by driver or operator. Inventory of vehicles used/operated on site. Inspection by means of a checklist and results recorded. No persons riding on equipment not designed for passengers. Site speed limit posted and not exceeded. Drivers and operators trained and licensed. Licenses available on site. No unauthorised persons allowed to drive or operate equipment.	
Conveyors	Conveyor belt nip points and drive guarded. Emergency stop and lever brake fitted, clearly marked and accessible.	

### 16. Site plant and machinery

Subject	Requirement	Yes/No
Brick cutting machine	Operator trained and only authorised persons use the machine. Emergency stop switch clearly marked and accessible. <b>Area around the machine dry and slip or trip free as well as clear of off cuts.</b> All moving drive parts guarded. Electrical supply cable protected. Operator using correct PPE i.e. eye, face, hearing, foot, hands and body.	
*Electric arc welder	Welder trained. Only authorised and trained persons use welder. Adequately earthed. Electrode holder in good condition and safe. Cables, clamps, lugs and connectors in good condition. Area in which welding machine is used is dry and protected from wet. Welder using correct PPE i.e. eye, face, foot, body and respiratory. Screens and warning signs placed.	
*Woodworking machines	Operator's trained and only authorised persons use machines. Provided with guards and guards used. Operators using correct PPE i.e. eye, face, foot and hearing.	
*Compressors	Relief valves set, locked and sealed. Maximum safe working pressure (MSWP) indicated on face of pressure gauge face and not on glass cover. All drives adequately guarded. Receiver and lines drained daily. Hoses good condition and clamped, not wired.	
Concrete mixer and batch plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE i.e. eye, hands and respiratory. All moving drive parts guarded. Emergency stops identified, indicated and accessible. Area kept clean, dry and free from tripping and slipping hazards.	

Contractor

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Witness 2

Employer

Witness 1

Witness 2

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Subject	Requirement	Yes/No
	Banksman identified and crane signals displayed and used.	
*Gas welding and flame cutting equipment	Only authorised and trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition, correct type and all connections with clamps. Cylinders stored, used and transported in upright position, secured in trolley or cradle. Fire prevention control methods applied. Hot work permits.	

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Contractor

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Witness 2

Employer

Witness 1

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**17. Plant and storage yard or site workshop specifics**

Subject	Requirement	Yes/No
<b>OHSACT, Section 8(2)(1)</b> General Machinery Regulation 2(1) <b>Supervision of the use and maintenance of machinery</b>	<b>Persons with specific knowledge and experience designated to supervise the use and maintenance of machinery.</b> <b>Critical items of machinery identified, numbered and placed on register or inventory.</b> Inspection or maintenance schedules for abovementioned. Inspections or maintenance carried out to above schedules. Results recorded.	
General Machinery Regulation 9(2) <b>Notices regarding operation of machinery</b>	Schedule D notice posted in work areas.	
Vessels under Pressure Regulation 13(1)(b) <b>Supervision of the use and maintenance of vessels under pressure (VUP)</b>	<b>Persons with specific knowledge and experience designated to Supervise the use and maintenance of VUPs.</b> VUPs identified, numbered and placed on register. Manufacturers plate intact. Inspection or maintenance schedules for abovementioned. Inspections or maintenance carried out to above schedules. Results recorded and test certificates available.	
<b>Lock-out procedure</b>	Lock-out procedure in operation.	
<b>Ergonomics</b>	Ergonomics survey conducted. Results on record. Survey results applied.	
<b>Demarcation and colour coding</b>	Demarcation principles applied. All services, pipes, electrical installation, stop-start controls, emergency controls etcetera colour coded to own published or SABS standard. Employees trained to identify colour coding.	
<b>Portable and bench grinders</b>	Area around grinder clear and trip/slip free. Bench grinders mounted securely and grinder generally in good condition. No excessive vibration. On and off switch or button clearly demarcated and accessible. Adequate guards in place. Tool rest – secure, square and maximum 2 mm gap. Stone or disk - correct type and size, mounted correctly and dressed. Use of eye protection enforced.	
<b>Ancillary lifting equipment</b>	Chain blocks, tirlors, jacks and mobile gantries etcetera identified and numbered on register. Chains in good condition and links no excessive wear. Lifting hooks – throat pop marked and safety latch fitted. SWL/MML marked or displayed.	
<b>Presses, guillotines and shears</b>	Only operated by trained and authorised persons. PPE used by operators Interlocks or lockouts fitted.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**18. Workplace environment, health and hygiene**

Subject	Requirement	Yes/No
*Lighting	Adequate lighting in places where work is being executed for example stairwells and basements or after sunset. Light fittings placed and installed causing no irritating or blinding glare.	
*Ventilation	Adequate ventilation, extraction and exhausting in hazardous areas for example where chemicals and adhesives are stored, welding takes place and where petrol or diesel motors are running in confined spaces or basements.	
*Noise	Tasks identified where noise exceeds 85 dB. 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 when extreme temperatures are experienced.	
*Ablution facilities	Sufficient toilets provided for men and women separately i.e. 1 per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites). Toilet paper available. Sufficient showers provided for men and women separately. Facilities for washing hands provided. Soap available for washing hands. Means of drying hands available. Changing facilities or area provided for men and women separately. Ablution facilities hygienic and clean.	
*Eating and cooking facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area. Refuse bins with lids provided. Facilities clean and hygienic.	
*Pollution of environment	Measures in place to minimize dust generation. Accumulation of empty cement pockets, plastic wrapping or bags, packing materials etcetera prevented. Spillage or discarding of oil, chemicals and diesel into storm water and other drains prevented.	
*Hazardous chemical substances	All substances identified and list available e.g. acids, flammables, poisons etc.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Subject	Requirement	Yes/No
(See Section 1 for designation and register)	Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely.	

Name of person who have  
undertaken the assessment  
Signature

---

Date

---

Received by

---

Designation

---

Date

---

Tabled at health and safety  
committee

---

---

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## **ANNEXURE 3**

### **MEASURING INJURY EXPERIENCE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## Measuring injury experience

### 1. Background

**Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of person-hours worked.**

The DIFR has recently been replaced internationally with a disabling injury incidence rate (DIIR). The only difference between the two rates is that the 1 million in the calculation is replaced with 200 000 (200 000 purported to be the number of hours and average person works in a lifetime).

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The construction industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims, as these are more difficult to hide or manipulate because the reporting of compensationable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

### 2. Compensation Incidence Frequency Rate (CIFR)

#### 2.1 Formula

$$\frac{\text{No of compensation claims} \times 200\,000}{*220 \text{ person hours} \times \text{No of employees}}$$

#### 2.2 Definitions

No of compensation claims: **The number of claims lodged with the Commissioner or COID insurer for the period under review.**

**200 000:**

The fixed factor to align the rate with other rates used internationally.

**Person hours worked Include:**

Hourly paid employees  
Sub-contractors (No of employees X \*220 each)  
Staff (No of employees X \*220 hours each)

**220 person-hours:**

The \*average number of hours worked by one employee in one month in the construction industry.

**Note:** \* Overtime, absence on leave or sick leave, unrecorded after-hours time worked by

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Part C1.3: Form of guarantee**

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senior and middle management factored into this average.

**No of employees:**

The actual or average number of employees employed for the period under review.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## **ANNEXURE 4**

### **SAFETY, HEALTH AND ENVIRONMENT (SHE): EXAMPLE OF RISK MANAGEMENT REPORT**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## Safety, Health and Environment (SHE): Example of risk management report

SECTION 2 Please note that this is an example only and all information is fictitious.

### XYZ Construction

#### SHE risk management report for the period January 2004 to March 2004

##### 1. Introduction

We trust that this quarterly SHE Risk Management report will provide a clear picture of the company's performance as far as occupational health, safety and environment is concerned.

The first quarter of 2004 generally reflected an improvement in injury experience and indicates a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2003 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation during May 2004 of the new electronic SHE Management system that will provide the tools to implement the SHE programme and make it available to all management and supervisory staff.

##### 2. Incident statistics

###### 2.1 Compensation Incident Frequency Rate (CIFR)

$$\text{CIFR} = \frac{\text{No of compensation claims} \times 200\,000}{220 \text{ person hours} \times \text{No of employees}}$$

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Contractor

Witness 1

Witness 2

Employer

Witness 1

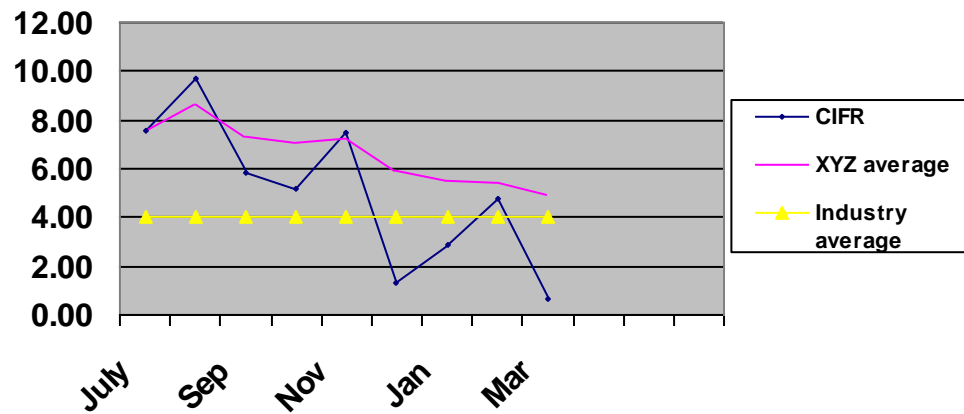
Witness 2

**Part C1.3: Form of guarantee**

**Contract Data**

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Contractor

Witness 1

Witness 2

Employer

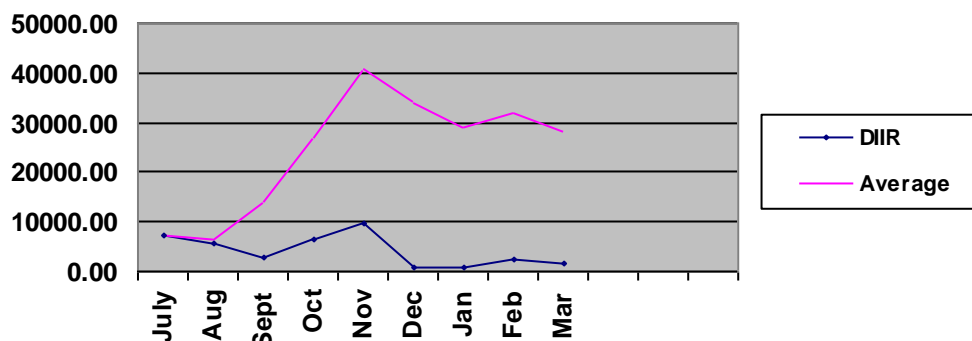
Witness 1

Witness 2

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## 2.2 Disabling Injury Incidence Rate (DIIR)

$$DIIR = \frac{\text{No disabling injuries} \times 200\,000}{\text{Person hours worked}}$$



## 2.3. Other major incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Braamfontein: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Randburg. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and leveling machines. Cost of replacing the hut and machines: R30 000.

## 3. Risk areas

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
  - protect XYZ from possible claims at a later stage
  - ensure that only capable persons are employed
  - prevent injuries and illness in the workplace
  - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**6. Legal matters**

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gilooley's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SANS 085). This is currently being attended to and the inspector will return on 15 April 2004 to ascertain if the notice has been complied with.

**7. Occupational health matters****7.1 HIV Aids**

The proposed clinic will soon be operational and we will then be able to send our employees who have tested positive for HIV/Aids to the clinic for counselling and eventual treatment when necessary.

The mobile clinic attended to and tested fifty employees on a voluntary basis at 3 sites this month. Eighteen of them tested positive.

**7.2 Tuberculosis (TB)**

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 April 2004 respectively to screen employees for TB.

**7.3 Noise**

All suspected noise pollution areas have been identified and tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

**8. Environmental measures**

Inspectors from the Botswana Department of Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day with water instead of the present twice per day.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**9. Achievements and awards**

- 9.1 The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.
- 9.2 Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1 million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

**SHE Risk Manager**

2004-03-31

**Source:** SAFCEC Occupational Health and Safety Committee

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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## **ANNEXURE 5**

### **GUIDE TO RISK ASSESSMENTS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## Guide to risk assessments

### Nine steps to effective risk assessments

- Step 1 : Identifying the current as well as emerging hazard, risks or exposures.  
 Step 2 : Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential be repeat itself on a frequent basis.  
 Step 3 : Involve as many people as possible in the ongoing risk assessment process especially those at risk.  
 Step 4 : Gather all the information and analyse it.  
 Step 5 : Look at what actually could or has occurred including non-routine operations.  
 Step 6 : Use a systematic approach to ensure all hazards are adequately addressed.  
 Step 7 : Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.  
 Step 8 : Ensure the process is practical, realistic, cost and business effective.  
 Step 9 : Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

## 2. How serious is it?

Probability	1	Consequences
A Common	1	Fatality or permanent disability.
B Has Happened	2	Major injury.
C Could Happen	3	Average Lost Time Injury.
D Not Likely	4	Minor Injury.
E Practically impossible	5	Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequence	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk rating	Action	
1 - 3 = Serious	Immediate (within 1 week).	
4 - 5 = High	Within 1 month.	
6 - 7 = Moderate	> 4 weeks.	
8 - 9 = Acceptable	No action but will consider from time to time.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## C7.2 GUIDE TO RISK ASSESSMENT

### HOW TO DO IT

#### 9 Steps to Effective Risk Assessment

- Step 1 : Identifying the hazards  
 Step 2 : Aim to identify major hazards, don't waste time on the minor & detail  
 Step 3 : Involve as many people as possible in the process especially those at risk  
 Step 4 : Gather all the information and analyse it  
 Step 5 : Look at what actually occurs including non-routine operations  
 Step 6 : Use a systematic approach to ensure all hazards are adequately addressed  
 Step 7 : Assess the risks arising taking into account the effectiveness of controls  
 Step 8 : Ensure the process is practical and realistic  
 Step 9 : Always record the assessment in writing including assumptions and why

#### How serious is it?

##### PROBABILITY

- A Common  
 B Has Happened  
 C Could Happen  
 D Not Likely  
 E Practically impossible

##### CONSEQUENCES

- 1 Fatality or permanent disability  
 2 Major injury  
 3 Average Lost Time Injury  
 4 Minor Injury  
 5 Medical Treatment or less

##### PROBABILITY

		A	B	C	D	E
C O N S  E Q U I P M E N T	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

##### ACTION

Risk Rating:	1 – 3 =	Serious	Immediate (within 1 week)
	4 - 5 =	High	Within 1 month
	6 – 7 =	Moderate	> 4 weeks
	8 – 9 =	Acceptable	No action

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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***SAFCEC – SA Federation of Civil Engineering Contractors***

**LIST OF RISK ASSESMENTS AVAILABLE (as at 2003.07.07)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Access Towers	Kerb Laying
Acid Washing	Landscaping
Aggregate/Sand Delivery	Lathe
Angle Grinder	Layering of (Road work) Materials
Arc Welding	Layering Process
Armco Barriers - installation	Laying Kerbs
Assem. of elements by boilermaker	Laying of stormwater drains
BackFilling	Levelling – of materials
Bag Filling	Lifting Concr. Beams on to trailers
BandSaw	Loading supervisor
Banksman	Loading/Unloading - of Trucks
Batch Plant	Loffels – placing/laying
Bench Grinder	Machine operator
Bin Scraper	Making of steel items
Block Feeder	Material delivery
Block Machine	Materials Handling
BoomScraper	Mixer operator
Bricks – Laying of	Mobile Cranes
Brickwork	Pedestal Drill
Bulk Earthworks	Pedestal Grinder
Cement Spray Truck	Placing Concrete
Clearing & Grubbing of Area/Site	Plastering
Compr. Gas Cylinders-handling	Portable Electric Drill
Compressors – Air	Portable Electric Tools
Concrete – placing of (1)	Portable Ladders
Concrete – placing of (2)	Post Tensioning
Confined Spaces – Working in	Radial Arm Drill
Conveyors	Refuelling Vehicles/Plant
Cutting – of Earthworks	Reinforcing Steel – placement (1)
David Arm	Reinforcing Steel – placement (2)
Deck Panels – placing	Road Traffic Signs – placement of
Depalletor Operator	Roadworks - Deviations
Diss. Assembly Rejects	Roof Truss erection
Distribution Boards – Electrical	SandBlasting
Drivers – of Vehicles	Scaffolding
Dry Tile Deracking	Shuttering – Erection
Dumpers - Concrete	Shuttering – Stripping
Electrical Installation – Maintenance of	Site Establishment (1)
Elevated Positions	Site Establishment (2)
Erecting – Instal/ Shutters	SkillSaw
Excavations (1)	Spray Painting
Excavations (2)	Stormwater pieps - laying
Explosive Powered Tools	Structural Steel – Erection
Finger Car	Structural Steel – Laydown
Fire Fighting Prevention	Surveying
Fire Prevention & Protection	Suspended Scaffolds
Formwork	Termite Proofing
Friction Saw	Tile Machine
Front End Loader	Tile stacking
Fuel Supply	Timber Feeder
Gas Cylinders – Handling of	Tower Cranes
Gas Welding-cutting oper.	Traffic Accommodation
Gas Welding-cutting operations	Traffic Control/Regulation
Guillotine	Trench Excavation
Hand & Spray Painting	Use of angle grinder
Hand ToolsJacking – with Hydraulic Pump	Use of Port. Elec. Tools.
Hanging scaffolding	Wet tile racking
Hauling	Work confined spaces
High cut operations	Work in Elevated Positions
Jacking Hydraulic Pump (1)	Working Platforms
Jacking Hydraulic Pump (2)	Workshops

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**OH&S – RISK ASSESSMENT****RISK ASSESSMENT: SITE ESTABLISHMENT**

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list)	Weights		
1.	Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one way traffic to be introduced	Restricted access to parking and delivery areas to storage areas.	Damage to transport and plant	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	Site Agent to check layout Drg. To compare with OHS Act requirements and whether they are to Concor's standards.			
2.	Oxygen and acetylene store to be a minimum distance of five metres away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun.	Fire explosion leaking gas may spread if too close to other buildings.	Damage to property and plant. Health of employees.	See item 1.	See item 1.			
3.	Diesel tanks to be a distance of 10 metres away from any building and parking areas. A slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in.	Fire may spread to adjacent buildings and plant if too close.	Burns on all parts of body. Damage to plant and property.	See item 1. Persons in charge of tanks should be inducted regarding all the hazards involved and how to control them	See item 1. Supervisor to monitor on an ongoing basis if rules are complied with			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee**
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Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
						Safety	Health	R/R
4.	All cables from distribution board to offices, store and for security to be underground. The distribution board is to stand on a firm level base and should be locked at all times.	Damaged cables loose wires exposed.			1.1.2			
5.	Security fencing minimum height of 1.8 metre around site area together with two double gates.	Theft of property. Access to unauthorised persons.	Loss of property. Injury to persons.	Security guards to be appointed to keep watch.	Supervisor to put system of control in place			
6.	Services to be available during site establishment.	Not having the essential services at hand.	Health of employees. Loss of property through fire.	6.1 to 6.5 are to be included on first order placed for contract. Dry chemical powder ABCDE fire extinguishers to be ordered 4 off for start.	Site Agent to see that these requirements are on site from start of site establishment.			
6.1	Fire fighting equipment.							
6.2	First aid boxes.							
6.3	First aider.							
6.4	Drinking water.							
6.5	Toilets.							
7.	Water tank tower to consist of very well cross braced pipe structure standing on concrete base.	Badly constructed water tower under designed structurally could cause tower to collapse.	Injury to persons. Damage to property.	Supervisor to erect as per design office specifications.				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C

Reference no: SK8/3/1-20/2021/22

Step No.	Activity Rules	What can cause injury/damage?	Result of cause (injury/damage)	Preventative Measures (tools, PPE, equipment)	Controls (test, check list) During erection & ongoing	Weights		
8.	Safety sign & notice board to be placed close to entrance of main gate	Not informing employees and public what the site rules are.	Injury to persons. Damage to property.	Concor standard notices/ Posters to be displayed. Available from Head Office.	Site manager to check that board has been erected.			
9.	Laydown areas to be sufficient in size. timber poles to be available to stack materials on.	With inadequate space various materials will be stacked on top of each other causing unstable stacks.	Injury to persons loading, unloading materials.	Allow sufficient space for laydown area during planning stage of site layout. Access to be considered important.	Site agent to discuss with Foreman regarding his requirement at planning stage.			
10.	Toilets are to be well ventilated.	No ventilation in toilets may cause germs to propagate.	Possible health problems due to germs.	Extraction fans to be fitted if required.	Supervisor to check if he is satisfied with ventilation.			

**ASSESSMENT: 1 – 10 (HIGH)****11 – 16 (MEDIUM)****17 – 25 (LOW)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee**
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**RISK ASSESSMENT: EXCAVATIONS (PLANT & MANUAL)**

**TYPE OF WORK PERFORMED:** \_\_\_\_\_

**ASSESSMENT PERFORMED BY:** \_\_\_\_\_

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

Step No	Activity Rules	What can cause injury/damage	Result of cause (injury/damage)	Preventative measures (tools, PPE, equipment)	Controls (test, checks)			
	<i>When using a machine to excavate, observe the following:</i>					Safety	Health	Finan.
1	<b>Operator must ensure there are no employees working in this area.</b>	<b>Employees not visible to operate or moving machine.</b>	<b>An injury to all parts of the body and as well as more serious fatal injuries.</b>	<b>Operator must work under close supervision. He must inspect the work area prior to commencing work.</b>	<b>Supervisor to ensure employees are informed and operator works under his supervision.</b>			
2	<b>Machine not to operate while employees are working in same excavations.</b>	<b>Danger of injury of employee by machine.</b>	<b>Bruises, scratches, fractures and fatal.</b>	<b>Supervisor must instruct operator when to commence work.</b>	<b>Supervisor to control and enforce procedure.</b>			
3	<b>All excavated materials must be discharged not closer than 2m from the edge of the excavation. When excavating manually, observe the following. See original</b>	<b>Materials can fall onto employees and the excavation may need extra work.</b>	<b>Injuries to employees and the excavation may need extra work.</b>	<b>Supervisor must instruct operator where to place discharged soil and gravel.</b>	<b>Supervisor to control.</b>			
4	<b>Using a pick and a shovel.</b>	<b>Unsafe use of a pick or a shovel.</b>	<b>Injury to employees.</b>	<b>Induct employees on safe working procedures.</b>	<b>Supervisor and charge hand to control.</b>			

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



**Part C1.3: Form of guarantee****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
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<b>5</b>	<b><i>Check sides of excavations.</i></b>	<b><i>Unstable / loose material causes unsafe condition.</i></b>	<b><i>Injury to employees and damage to excavations.</i></b>	<b><i>Supervisor to inspect sides on a regular basis.</i></b>	<b><i>Supervisor / charge hand to control.</i></b>			
<b>6</b>	<b><i>Excavated material to be placed away from side of excavation.</i></b>	<b><i>Materials can fall onto employees when working inside the excavation.</i></b>	<b><i>Bruises, scratches, fractures and fatal.</i></b>	<b><i>Employees to be instructed not to place loose soil on edge of the excavation.</i></b>	<b><i>Supervisor to control.</i></b>			

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee**
**Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
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Step No	Activity Rules	What can cause injury/damage	Result of cause (injury/damage)	Preventative measures (tools, PPE, equipment)	Controls (test, checks)			
7	<b>All excavations deeper than 1,5 m must have an access ladder available for employees to get into and out of the excavation safely.</b>	<b>Employees not able to enter or exit the excavation safely.</b>	<b>In case of an emergency too many employees may be buried as a result of inadequate access. Employees may also strain muscles to get into or out of an excavation without safe and convenient access.</b>	<b>Providing a ladder makes access into and out of the excavation area easy and safe.</b>	<b>Supervisors to ensure employees are given safe and convenient access to excavations.</b>			
8	<b>Sides of excavation to be shored (if necessary) and barricaded immediately.</b>	<b>Sides may collapse. Employees may NOT BE AWARE OF THE EXCAVATION AND FALL INTO IT.</b>	<b>Damage to the excavation. Injury to employees,</b>	<b>Put adequate shoring and strong physical barricades in place immediately.</b>	<b>Supervisor and chargehand to control.</b>			
9	<b>Excavations must be backfilled as soon as possible after excavation.</b>	<b>Excavations could collapse. Employees could trip and fall in. Vehicles and machinery could damage excavations.</b>	<b>Damage to excavations. Injury to employees. Damage to plant and machinery.</b>	<b>Keep area barricaded with a strong physical barricade and backfill as soon as possible.</b>	<b>Supervisor and chargehand to control.</b>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C  
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## **ANNEXURE 6**

### **CONSTRUCTION REGULATIONS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## Construction Regulations

**Database:** Government Gazettes  
**Gazette No:** 25207  
**Notice No:** 1010  
**Regulation Gazette No:** 7721  
**Gazette:** GOV  
**Date:** 2003-07-18

### GOVERNMENT NOTICES

#### DEPARTMENT OF LABOUR

No. R. 1010  
18 July 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

#### CONSTRUCTION REGULATIONS, 2003

The Minister of Labour has, in terms of section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

#### SCHEDULE

##### Definitions

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

**"agent"** means any person who acts as a representative for a client;

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

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

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

**"competent person"** means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

**"construction work"** means any work in connection with-

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

**"construction vehicle"** means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

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

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

**"designer"** means any of the following persons-

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

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

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

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

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

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

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

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

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

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

**"principal contractor"** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

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

**"professional technologist"** means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000;

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**"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;

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

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

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

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

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

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

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

**"structure"** mean-

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more;

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

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

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

### Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Part C1.3: Form of guarantee

## Contract Data

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- (2) The provisions of regulation 4.(1)(a) shall not be applicable where the construction work carried out is in relation to a single storey domestic building for a client who is going to reside in such building upon completion thereof.
- (3) The provisions of regulations 4(1)(a) and 5(1), 5(3)(a) and 5(4) shall not be applicable where the construction work is in progress and more than fifty percent thereof has been completed at the date of promulgation of these regulations: Provided that an inspector may instruct accordingly that these Regulations shall be applicable.

### Notification of construction work

- 3.(1) A principal contractor who intends to carry out any construction work shall-
- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes-
    - (i) the demolition of a structure exceeding a height of 3 meters; or
    - (ii) the use of explosives to perform construction work; or
    - (iii) the dismantling of fixed plant at a height greater than 3 meters.
  - (b) before carrying out that work, notify the provincial director in writing when the construction work-
    - (i) exceeds 30 days or will involve more than 300 person days of construction work; and
    - (ii) includes excavation work deeper than 1 meter; or
    - (iii) includes working at a height greater than 3 meters above ground or a landing.
- (2) The notification to the provincial director contemplated in sub regulation (1) must be done on the form similar to Annexure A to these Regulations.
- (3) A principal contractor shall ensure that a copy of the completed form contemplated in sub regulation (2) is kept on site for inspection by an inspector, client, client's agent or employee.
- 4.(1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act:
- (a) to prepare a health and safety specifications for the construction work, and provide any principal contractor who is making a tender or appointed to perform construction work for the client with the same;
  - (b) to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
  - (c) to appoint each principal contractor in writing for the project or part thereof on a construction site;
  - (d) to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
  - (e) to stop any contractor from executing construction work, which is not in accordance with, the principal contractor's health and safety plan contemplated in regulation 5(1) for the site or which poses a threat to the health and safety of persons;
  - (f) to ensure that where changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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- 
- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
  - (h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
- (2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in regulation 5(1) and thereafter finally approve the health and safety plan for implementation.
  - (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
  - (4) No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor which he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
  - (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the agent so appointed.
  - (6) No client shall appoint any person as an agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

**Principal Contractor and Contractor**

- 5. (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.
- (2) A principal contractor shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
- (3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act -
  - (a) to provide any contractor who is making a tender or appointed to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
  - (b) to appoint each contractor contemplated in paragraph (a) in writing for the part of the project on a construction site;
  - (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
  - (d) to stop any contractor from executing construction work, which is not in accordance with, the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- (e) to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
- (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during construction process.
- (4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.
- (5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub regulation (4), and shall finally approve that plan for implementation.
- (6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in sub regulation (1), as well as the contractor's health and safety plan contemplated in sub regulation (4), is available on request to an employee, inspector, contractor, client or client's agent.
- (7) 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 these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.
- (8) 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), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
- (9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in sub regulations (7) and (8), 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.
- (10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- (11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in sub regulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.
- (12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- (13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.
- (14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

### Supervision of construction work

6. (1) The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- (2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the contractor has not appointed an employee as referred to sub regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub regulation (2).
- (4) No construction supervisor appointed in terms of sub regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.
- (5) If, however, the construction supervisor appointed in terms of sub regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub regulation (1) more appropriately.
- (6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed construction safety officer as contemplated in sub regulation (6) shall as far as is reasonably practicable be utilized to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7)
- (8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

### Risk assessment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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- 7.(1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least-
- (a) the identification of the risks and hazards to which persons may be exposed to;
  - (b) the analysis and evaluation of the risks and hazards identified;
  - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
  - (d) a monitoring plan; and
  - (e) a review plan.
- (2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- (4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in sub regulation (4), no contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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- 
- (9) Every employee on site shall-
- (a) be in possession of proof of the health and safety induction training as determined in sub regulation (7), issued by a competent person prior to the commencement of construction work; and
  - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

### Fall protection

- 8.(1) A contractor shall cause-
- (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
  - (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
  - (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.
- (2) The fall protection plan contemplated in sub regulation (1), shall include-
- (a) risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
  - (b) the processes for evaluation of the employees' physical and psychological fitness necessary to work at elevated positions and the records thereof;
  - (c) the programme for the training of employees working from elevated positions and records thereof; and
  - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- (3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.
- (4) Notwithstanding the provisions of sub regulations (1) and (2), the contractor shall ensure that-
- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
  - (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
  - (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
  - (d) fall prevention and fall arrest equipment is-
    - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
    - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
  - (e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
  - (f) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in sub regulations (2) and (4), it is furthermore indicated in the fall protection plan-
- (a) that the roof work has been properly planned;

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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- (b) that the roof erectors are competent to carry out the work;
  - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
  - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
  - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
  - (f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
  - (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

### Structures

- 9.(1) A contractor shall ensure that
- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
  - (b) no structure or part of a structure is loaded in a manner which would render it unsafe.
- (2) The designer of a structure shall-
- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
  - (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
  - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
    - (i) a geo-science technical report where appropriate;
    - (ii) the loading the structure is designed to withstand; and
    - (iii) the methods and sequence of construction process.
  - (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
  - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
  - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
  - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
  - (h) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
  - (i) ensure that during commissioning, cognisance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

### Formwork and support work

10. A contractor shall ensure that
- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
  - (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
  - (c) the designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
  - (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
  - (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
  - (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
  - (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
  - (h) adequate precautionary measures are taken in order to-
    - (i) secure any deck panels against displacement; and
    - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
  - (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
  - (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorization has been given by the competent person contemplated in paragraph (a);
  - (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
  - (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
  - (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**Excavation work**

- 11.(1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- (2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- (3) Every contractor who performs excavation work shall-
- (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
  - (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
    - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
    - (ii) such an excavation is in stable material: Provided that-
      - (a) permission being given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and
      - (b) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be;
  - (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
  - (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
  - (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
  - (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
  - (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
  - (h) cause every excavation, including all bracing and shoring, to be inspected-
    - (i) daily, prior to each shift;
    - (ii) after every blasting operation;
    - (iii) after an unexpected fall of ground;
    - (iv) after substantial damage to supports; and
    - (v) after rain, by the competent person contemplated in sub regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
  - (i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
  - (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;
  - (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
  - (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

### Demolition work

- 12.(1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.
- (2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.
- (3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.
- (4) Every contractor who performs demolition work shall-
- (a) with regard to a structure being demolished, take steps to ensure that-
    - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
    - (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
    - (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
  - (b) not require or permit any person to work under overhanging material or structure, which has not been adequately supported, shored or braced;
  - (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
  - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
  - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
  - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

### Tunneling

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

### Scaffolding

- 14.(1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- (2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

### Suspended platforms

- 15.(1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

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

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

- (3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work the system would be used for.
- (4) A contractor need not re-submit a copy of the certificate of system design contemplated in sub regulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.
- (5) A contractor shall ensure that the outriggers of each suspended platform-
- (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
  - (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) A contractor shall ensure that-

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
  - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
  - (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
  - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
  - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
  - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
  - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform-
- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
  - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
  - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A contractor shall cause-
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
  - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
  - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected;
  - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.
- (9) Notwithstanding the provisions of sub regulation (8), the contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub regulation (1), or the suspended platform inspector mentioned in sub
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether-
- (a) all connection bolts are secure;
  - (b) all safety devices are functioning;
  - (c) all safety devices are not tampered with or vandalized;
  - (d) the maximum mass load of the platform is not exceeded;
  - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
  - (f) there are no visible signs of damage to the equipment; and
  - (g) all reported operating problems have been attended to.
- (11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are-
- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
  - (b) competent in conducting work related to suspended platforms safely;
  - (c) trained or had received training which include at least-
    - (i) how to access and egress the suspended platform safely;
    - (ii) how to correctly operate the controls and safety devices of the equipment;
    - (iii) information on the dangers related to the misuse of safety devices; and
    - (iv) information on the procedures to be followed in the case of-
      - (aa) an emergency;
      - (bb) the malfunctioning of equipment;
      - (cc) the discovery of a suspected defect in the equipment; and
    - (v) instructions on the proper use of safety harnesses.
- (13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.
- (14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

### Boatswain's chairs

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

### Material hoists

- 17.(1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A contractor shall cause the tower of every material hoist to be-

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for overtravel;
  - (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
  - (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.
- (3) A contractor shall cause-
- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
  - (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
  - (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.
- (4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.
- (5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.
- (7) No contractor shall require or permit any person to ride on a material hoist.
- (8) A contractor shall cause every material hoist-
- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery;
  - (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
  - (c) inspection results to be entered and signed in a record book, which shall be kept on the premises for that purpose;
  - (d) to be properly maintained and that the maintenance records in this regard are kept on site.

**Batch plants**

- 18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
- (2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- (3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are-
  - (a) placed in an easily accessible position; and
  - (b) constructed in such a manner as to prevent accidental starting.
- (4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorized to do so by the appointed person as contemplated in sub regulation (1).
- (6) A contractor shall ensure that all persons authorized to operate the batch plant are fully-
  - (a) aware of all the dangers involved in the operation thereof; and
  - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.
- (8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.
- (9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.
- (10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended.
- (11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No. R. 2271 dated 11 October 1995, as amended.

**Explosive powered tools**

- 19.(1) No contractor shall use or permit any person to use an explosive powered tool, unless-
  - (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
  - (b) the firing mechanism is so designed that the explosive powered tool will not function unless-
    - (i) it is held against the surface with a force of at least twice its weight; and
    - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C

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

**Cranes**

20. Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.533 of 16 March 1990, as amended, a contractor shall ensure that where tower cranes are used-
- (a) account is taken of the effects of wind forces on the structure;
  - (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
  - (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
  - (d) the tower cranes are erected at a safe distance from excavations;
  - (e) there is sufficient clear space available for erection, operation and dismantling;
  - (f) the tower crane operators are competent to carry out the work safely; and
  - (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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**Construction vehicles and mobile plant**

- 21.(1) A contractor shall ensure that all construction vehicles and mobile plants-
- (a) are of an acceptable design and construction;
  - (b) are maintained in a good working order;
  - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
  - (d) are operated by workers who-
    - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
    - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
  - (e) have safe and suitable means of access;
  - (f) are properly organised and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
  - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
  - (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
  - (i) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
  - (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (2) A contractor shall furthermore ensure that
- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
  - (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
  - (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
  - (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
  - (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
  - (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
  - (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
  - (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
  - (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
  - (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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### Electrical installations and machinery on construction sites

22. 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 12 August 1988, respectively, as amended, a contractor shall ensure that-
- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
  - (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
  - (c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
  - (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
  - (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

### Use and temporary storage of flammable liquids on construction sites

23. Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that-
- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
    - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
    - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
  - (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
  - (c) flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
  - (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
  - (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
  - (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
  - (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
  - (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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**Water environments**

- 24.(1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for-
- (a) preventing workers from falling into water; and
  - (b) the rescuing of workers in danger of drowning.
- (2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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**Housekeeping on construction sites**

25. Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R2281 dated 16 October 1987, as amended, a contractor shall ensure that-
- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the-
    - (i) proper storage of materials and equipment, and
    - (ii) removal of scrap, waste and debris at appropriate intervals;
  - (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
  - (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6);
  - (d) construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons.
  - (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

**Stacking and storage on construction sites**

26. Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that-
- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
  - (b) adequate storage areas are provided;
  - (c) there are demarcated storage areas; and
  - (d) storage areas are kept neat and under control.

**Fire precautions on construction sites**

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall ensure that-
- (a) all appropriate measures are taken to avoid the risk of fire;
  - (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
  - (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
  - (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
    - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
    - (ii) there are no flames or similar means of ignition;
    - (iii) there are conspicuous notices prohibiting smoking;
    - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
    - (v) adequate ventilation is provided;
  - (e) combustible materials do not accumulate on the construction site;

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ContractorWitness 1Witness 2EmployerWitness 1Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
  - (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
  - (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
  - (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
  - (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
  - (k) the means of escape is kept clear at all times;
  - (l) there is an effective evacuation plan providing for all
    - (i) persons to be evacuated speedily without panic;
    - (ii) persons to be accounted for, and
    - (iii) plant and processes to be shut down; and
  - (m) a siren is installed and sounded in the event of a fire.

### Construction welfare facilities

- 28.(1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 1593 of 12 August 1988, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
- (a) at least one shower facility for every 15 workers;
  - (b) at least one sanitary facility for every 30 workers;
  - (c) changing facilities for each sex; and
  - (d) sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

### Approved Inspection Authorities

29. (1) The Chief Inspector may approve as an Inspection Authority any organization that has been accredited in terms of the provision of the Act and these regulations.
- (2) The Chief Inspector may at any time withdraw any approval of an approved inspection authority, subject to section 35 of the Act.

### Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall not exceed 90 days.

### Repeal of regulations

31. The following regulations are herewith repealed:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee****Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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- (a) regulations 11, 12, 13, 13C, 13D, 13E, 13F and 13G of the, General Safety Regulations promulgated by Government Notice No. R.1031 of 30 May 1986;
- (b) regulations 19 and 20 of the, Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988; and
- (c) regulations 14 of the, General Administrative Regulations promulgated by Government Notice No. R.1449 of 6 September 1996.

**Short title**

32. These regulations shall be known as the Construction Regulations, 2003.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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**ANNEXURE 1**

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
Regulation 3(1) of the Draft Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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1(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3(a) Name and postal address of client:

\_\_\_\_\_

(a) Name and tel no of client's contact person:

\_\_\_\_\_

4(a) Name and postal address of architect/consulting engineer(s) for the project:

\_\_\_\_\_

(b) Name and tel no of architect's or consulting engineer's contact person:

\_\_\_\_\_

5. Name and telephone number of the site contact person:

\_\_\_\_\_

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

\_\_\_\_\_

7. Nature of the construction work:

\_\_\_\_\_

8. Expected commencement date: \_\_\_\_\_

9. Expected completion date: \_\_\_\_\_

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

\_\_\_\_\_

11. Planned number of subcontractors on the construction site:

\_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C1.3: Form of guarantee**

**Contract Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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Principal Contractor

---

Date

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Client

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Date

- ***THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE***
  - ***ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.***
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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**Database:** Government Gazettes

**Gazette No:** 25207

**Notice No:** 1020

**Regulation Gazette No:** 7721

**Gazette:** GOV

**Date:** 20030718

**Full text:**

**Text:**

DEPARTMENT OF LABOUR

No. R. 1020  
18 July 2003

**Occupational Health and Safety Act, 1993**

**Incorporation of Safety Standards in the Construction Regulations, 2003**

Under section 44 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), I, Membathisi Mphumzi Sheroard Mdladlana, Minister of Labour, after consultation with the Advisory Council for Occupational Health and Safety, hereby incorporate in the Construction Regulations, 2003 the health and safety standards specified in the Schedule.

M S Mdladlana  
Minister of Labour.

**SCHEDULE**

**1. Regulation 14(1)**

The South African Bureau of Standards' Code of Practice SABS 085, as amended, entitled "The Design, Erection, Use and Inspection of Access Scaffolding".

**2. Regulation 15(2)(a)**

The South African Bureau of Standards' Standard Specification SABS EN 1808, as amended, entitled "Safety Requirements on Suspended Access Equipment - Design calculations, stability criteria, construction-tests".

The South African Bureau of Standards' Standard Front-end Specification SABS 1903, as amended, entitled "Safety Requirements on Suspended Access Equipment - Design calculations, stability criteria, construction-tests".

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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## **ANNEXURE 7**

### **LIST OF RISK ASSESSMENTS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
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**List of risk assessments**

Working close to water  
Aggregate/Sand Delivery  
Arc welding  
Bench grinder  
Brickwork  
Compressed gas cylinders-handling  
Compressors – Air  
Cutting of pipes  
Distribution boards – Electrical  
Drivers – of vehicles  
Electrical installation – Maintenance of  
Excavator  
Fire prevention and protection  
Form and support work  
Front end loader  
Gas welding-cutting operations  
Hand and spray painting  
Hand tools  
Kerb laying  
Laying of pipes  
Levelling – of materials  
Loading supervisor  
Loading/unloading - of trucks  
Machine operator  
Making of steel items  
Material delivery  
Material handling  
Mixer operator  
Placing concrete  
Portable ladders  
Refuelling vehicles/plant  
Scaffolding  
Site establishment  
Trenches – Digging of  
Trees – Bracing/removing if roots are damaged during excavations  
Use of portable electrical tools  
Work in confined spaces  
Working close to existing services i.e., electrical, waste water etc  
Working close to traffic  
Working close to water  
Workshops

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

#### (a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. (A copy of the Construction Regulations is included as an Annexure in this Volume). 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 2003, which are bound in the Contract document/will be issued separately by the Employer.

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.

A payment item is/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.

### C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN

#### 1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire road project. In order to achieve this a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the project in order to:

Minimise the extent of impact during construction,  
Ensure appropriate restoration of areas affected by construction.  
Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **2. POLICY STATEMENT**

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

## **3. OBJECTIVES OF THE EMP**

The EMP has the following goals:

Identifying those construction activities that may have a detrimental impact on the environment;  
Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;  
Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated; corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

## **4. DESIGNATED ENVIRONMENTAL OFFICER**

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the project. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Engineer will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Engineer on site who will verify the information.

## **5. LEGAL REQUIREMENTS**

Under normal circumstances and EMP would be the end result or the final stage in the EIA procedure. However, a working agreement was negotiated between the National Department of Environmental Affairs and Tourism (DEAT) and the Sekhukhune District Municipality. The agreement stipulates the project types the Sekhukhune District Municipality need to submit to DEAT for approval and those project types the Sekhukhune District Municipality do not need to submit for approval. For those actions that do not need approval, the Sekhukhune District Municipality undertook to compile generic EMP's to assist to minimising degradation to the area. The following project types fall in this non-approval category: periodic maintenance, special maintenance, rehabilitation and specific upgrades.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

### 6.1 Establishment of site offices

#### 6.1.1 Site plan

The Contractor shall provide the Engineer on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site hand over meeting. Read with Standard Specifications for Municipal Civil Engineering Works: Section 001 and 002.

#### 6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Engineer in writing may be sawn off/removed.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding. Read with Specifications: 104 – Landscaping and grassing.

#### 6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract. Read with Specifications Sections 001, 002 and 104.

#### 6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

### 6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak always, dry composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

Read with Specifications 104.

### 6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract.

#### 6.3.1 Litter

No littering by construction workers is allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter. Read with Specifications Sections 001 and 002.

#### 6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site.

#### 6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

### 6.4 Soil management

#### 6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of  $\pm 300$  mm of the natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Forestry waste disposal site.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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#### 6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities. Read with the Specification Section 203.

#### 6.5 Discovery of archaeological sites, artifacts or graves

##### 6.5.1 Archaeological site

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council must be contacted who will appoint and archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

##### 6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

#### 6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the engineer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the Engineer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled so as to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Engineer before such operation commences.

Read with Series 2: Earthworks – Section 203.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

All hazardous materials i.e., bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel must be stored in a bunded area with adequate containment (at least 1,5 times the volume of the fuel) for potential spills and leaks.

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 6.8 General considerations

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

## 7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under SECTION 001: GENERAL REQUIREMENTS AND CHARGES, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

TABLE 1 SUMMARY OF MITIGATION MEASURES

<i>ENVIRONMENTAL COMPONENT</i>	<i>ACTIVITY</i>	<i>MITIGATION</i>	<i>RELEVANT SECTION IN SPECIFICATIONS</i>
<b><i>Establishment of site offices</i></b>	<b><i>Siting of offices</i></b>	<b><i>Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses</i></b>	<b><i>001 002.02.01</i></b>
	<b><i>Site Plan</i></b>	<b><i>Contractor will provide engineer detail of layout of site facilities within two weeks of moving to the site i.e., chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.</i></b>	<b><i>001 002</i></b>
<b><i>Site rehabilitation</i></b>	<b><i>Clean-up</i></b>	<b><i>All construction material is to be removed from the site on completion of the contract.</i></b>	<b><i>001 002 104</i></b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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<i>ENVIRONMENTAL COMPONENT</i>	<i>ACTIVITY</i>	<i>MITIGATION</i>	<i>RELEVANT SECTION IN SPECIFICATIONS</i>
<b>Vegetation</b>	<b>On site</b>	<b>Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed</b>	<b>104</b>
	<b>Weeds</b>	<b>Clearance of weeds must be done by hand before seeding.</b>	<b>104</b>
	<b>Grass cover</b>	<b>The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.</b>	<b>104</b>
<b>Water</b>	<b>Available for human consumption</b>	<b>Water for human consumption must be tested and treated in accordance with recommendations.</b>	
<b>Soil management</b>	<b>Topsoil</b>	<b>The topsoil (<math>\pm</math> 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area</b>	<b>203 104</b>
	<b>Borrow material</b>	<b>EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval</b>	<b>201 203</b>
<b>Archaeological &amp; Cultural sites</b>	<b>Discover of archaeological sites of artefacts</b>	<b>If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.</b>	<b>GCC</b>
<b>Graves</b>	<b>Discovery of graves</b>	<b>If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted</b>	<b>GCC</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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<b>ENVIRONMENTAL COMPONENT</b>	<b>ACTIVITY</b>	<b>MITIGATION</b>	<b>RELEVANT SECTION IN SPECIFICATIONS</b>
<b>Waste management</b>	<b>Solid &amp; Construction waste</b>	<b><i>Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.</i></b>	
	<b>Litter</b>	<b><i>The site is to be kept free of litter</i></b>	<b>001</b>
<b>Sewage treatment</b>	<b>Toilet facilities</b>	<b><i>Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the veld for this purpose shall not be allowed.</i></b>	<b>001 002</b>
<b>Fuel, diesel &amp; hazardous materials</b>	<b>Hazardous Materials</b>	<b><i>All hazardous materials i.e., bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.</i></b>	
	<b>Fuels</b>	<b><i>All fuel tanks will be stored in an appointed area. Leakage will be avoided.</i></b>	
	<b>Cooking fuel</b>	<b><i>The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.</i></b>	
	<b>Oil, grease</b>	<b><i>Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.</i></b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C2: Pricing Data**
**Pricing Data**

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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<i>ENVIRONMENTAL COMPONENT</i>	<i>ACTIVITY</i>	<i>MITIGATION</i>	<i>RELEVANT SECTION IN SPECIFICATIONS</i>
	<b>Spillages</b>	<b>Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.</b>	
<b>General considerations</b>	<b>Lines of authority</b>	<b>A nominated representative of the contractor will be the designated environmental officer for the site.</b>	<b>RELEVANT SECTION IN SPECIFICATIONS</b>
	<b>Reports</b>	<b>The environmental officer will submit monthly reports to the Engineer who will verify the information</b>	
	<b>Complaints</b>	<b>Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**PROJECT DESCRIPTION: DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -  
RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**PART C2.1 PRICING DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

## C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the General Conditions of Contract for Construction Works Third Edition, 2015, published by the South African Institution of Civil Employer's Agenting. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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## SEKHUKHUNE DISTRICT MUNICIPALITY

### LIMPOPO PROVINCE

### DE-HOOP/MALEKAN (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C

#### C2.1 Pricing Instructions

- 1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:
 

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m <sup>2</sup>	=	square meter
m <sup>2</sup> -pass	=	square meter-pass
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 5 It will be assumed that prices included in these Bills of Quantities are based on Acts,

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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- Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
  7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
  8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
  9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
  10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
  11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardized Specifications.
  12. Those parts of the contract to be constructed using labor-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labor-intensive specification in the Scope of Works.
  13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**SEKHUKHUNE DISTRICT MUNICIPALITY**
**LIMPOPO PROVINCE**
**PROJECT DESCRIPTION: DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**
**C2.2 Bill of Quantities**

The following is a sample Bill of Quantities for a typical conventional road project with bill items indicated with "LI" to be executed by Labour Intensive methods.

**Section D 1000: Provision for Structured Training**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>Accredited Training</b>				
Training allowance paid to targeted labour in terms of formal training days	Person days of Training	(insert No. of Workers to be employed x Training days )	(insert the specified daily wage rate)	(insert amount)
Extra over for the administration payment of training allowances to targeted labour (25% of training allowance)	Sum			(insert amount)
Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site (provisional sum)	Sum	(Insert Provisional sum)		(insert amount)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A. DAY WORK SCHEDULE**

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Employer's Agent orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

**B. LABOUR AND MATERIALS**

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

**C. PLANT AND EQUIPMENT**

All plant provided by the Contractor for the execution and maintenance of the works shall be of a character comparable with the scope of the works.

The Contractor shall provide and maintain sufficient plant to meet all contractual requirements and shall not remove any of this plant from the site without the written permission of the Engineer. He shall, however, remove unsuitable, obsolete or worn-out plant from the site when ordered to do so by the Engineer and replace these with plant approved by the Engineer.

The approval of any plant on the site by the Engineer shall in no way relieve the Contractor of any of his obligations under the Contract.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Tenderer shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**D. LABOUR**

DESIGNATION		RATE	
		R	C
Foreman/ Section leader	per hour		
Surveyor	per hour		
Surveyor's assistant	per hour		
Truck driver	per hour		
Labour - unskilled	per hour		
- semi-skilled	per hour		
- skilled	per hour		

**E. PLANT AND EQUIPMENT**

ITEM	DESCRIPTION	NON-WORKING RATE*		OPERATING RATE		PER
		R	c	R	C	UNIT
	Excavator (20 Ton minimum)					
	LDV (1 Ton or equivalent)					
	Tipper 10 cubic meter					
	Grader (140G or equivalent)					
	Roller (Walk behind)					
	Water Tanker (Litres specified)					
	TLB					
	Water truck (Litres specified)					

\*Only applicable on authority of the Employer's Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA): CONTRACT C**

**C2.2 Bill of Quantities**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION

CONTRACT No: SK8/3/1-20/2021/2022

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A	<b><u>PRELIMINARY AND GENERAL</u></b>				
1.1	P SA 8.3	<b><u>FIXED-CHARGE ITEMS</u></b>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	P.S A 8.3.2	<u>Establishment of facilities on site</u>				
1.1.2.1	PS A 8.3.2.1	<u>Facilities for the Engineer</u>				
		(a) <u>Furnished offices Not Less Than 18m²</u>	Sum	1		
		(b) <u>Telephone</u>	Prov Sum	1	15,000.00	15,000.00
		(c) <u>Nameboards</u>	No	1		
		(d) <u>Survey Assistant</u>	Sum	1		
		(e) <u>Survey Equipment</u>	Sum	1		
		(f) <u>Overheads on item 1.1.2.1 (b)</u>	%	15000		
1.1.3	8.3.2.2	<u>Facilities for the contractor</u>				
		(a) Workshops and Storage Sheds	Sum	1		
		(b) Workshops	Sum	1		
		(c) Laboratories	Sum	1		
		(d) Living accommodation	Sum	1		
		(e) Ablution and latrine facilities	Sum	1		
		(f) Tools and equipment	Sum	1		
		(g) Water supplies, electric power and communications	Sum	1		
		(h) Dealing with water	Sum	1		
		(i) Access	Sum	1		
1.1.4	PS A 14.2 b	Accommodation of traffic	Sum	1		
1.1.5	PS A 8.3.3	Other fixed-charge obligations (including protection of all property entered upon)	Sum	1		
1.1.6	PS A 8.3.4	Removal of Contractor's and Engineer's site establishment on completion	Sum	1		
1.1.7	<b>PSA B 8.3.5 POHS 10</b>	<u>Occupational Health and Safety</u>				
		(a) Preparation of Health and Safety Plan	Sum	1		
		(b) Health and Safety Training	Sum	1		
		(c) Personal Protective Clothing and Equipment	Sum	1		
		(d) Fences, Signs and Barricades	Sum	1		
		(e) Establishment of Safety Administration	Sum	1		
		(f) Compliance to Covid 19 risk mitigation inclusive of all facilities and PPE	Sum	1		
	<b>1200 A</b>	<b>TOTAL SECTION 1 CARRIED FORWARD</b>				

DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION

CONTRACT No: SK8/3/1-20/2021/2022

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
1.2	PS A 8.4	<b>TIME-RELATED ITEMS</b>				
1.2.1	8.4.1	Contractual requirements	Sum	1		
1.2.2	PS A 8.4.2	<u>Operation and maintenance of facilities on the site for the duration of construction period except otherwise where stated</u>				
1.2.2.1	PS A 8.4.2.2	<u>Facilities for the Engineer</u>				
		(a) Furnished offices	Sum	1		
		(b) Telephone	Prov Sum	1	20,000.00	20,000.00
		(c) Overheads for item (b)	%	20,000.00		
1.2.2.2	PS A 8.4.2.2	<u>Facilities for the Contractor</u>				
		(a) Offices and storage sheds	Sum	1		
		(b) Workshops	Sum	1		
		(c) Laboratories	Sum	1		
		(d) Living accommodation	Sum	1		
		(e) Ablution and latrine facilities	Sum	1		
		(f) Tools and equipment	Sum	1		
		(g) Water supplies, electric power and sewer	Sum	1		
		(h) Dealing with water	Sum	1		
		(i) Access	Sum	1		
		(j) Social Facilitation	Prov.Sum	1	540,000.00	540,000.00
		(k) Environmental Monitoring	Prov.Sum	1	420,000.00	420,000.00
1.2.3		Time related obligations				
	PS A 8.4.3	a) Construction supervision	Months	12		
	PS A 8.4.4	b) Head Office Overhead costs	Months	12		
1.2.4	PSA B 8.3.5 & POHS 3.10.5	Contractor's time-related obligations in respect of Occupational Health and Safety Act Regulations inclusive of Covid 19 Regulations.	Month	12		
1.2.5		Contractor's time-related obligations in respect of environmental plans and specifications.	Month	12		
1.3	PSA 8.5	<b>Sums stated provisionally by the Engineer:</b>				
	PSA 8.5. (a)1	(a) Monthly payment of salary for the Community Liason Officers (3 CLOs)	Prov Sum	1	210,000.00	210,000.00
	PSA 8.5. (a)2	(b) Engineer's Administration to the Contractor and monitoring of OHS requirements on the project	Prov Sum	1	360,000.00	360,000.00
	PSA 8.5. (a)3	(c) Training of local labour				
		i) Generic skills	Prov Sum	1	120,000.00	120,000.00
		ii) Entreprenaural skills	Prov Sum	1	120,000.00	120,000.00
		iii) Monthly payment of salary for Students in training (1 Student) @ R6000.00	Prov Sum	1	72,000.00	72,000.00
		iv) Payment of labourers whilst under training for 5 days @ R191.60 per Labourer	Prov Sum	1	28,740.00	28,740.00
	<b>1200 A</b>	<b>TOTAL CARRIED SECTION 1 FORWARD</b>				



DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION

CONTRACT No: SK8/3/1-20/2021/2022

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
1.4	PSA 8.5	(d) Overheads, charges and profit on item 1.3 (a), (b) and (c) above	%	910,740.00		
		(e) Monthly payment of PSC Members Seating for meetings. R200/person/seating for a maximum of 10 People for 12 months	Prov Sum	1	40,000.00	40,000.00
		(f) Overheads, charges on item (e) above	%	40,000.00		
		(g) Accomodation for Engineer's Representative	Prov Sum	1	60,000.00	60,000.00
		(h) Overheads for item (g) above	%	60,000.00		
	PS 10.1(ii)	(h) Management and Superintendence of community based Contractors	Prov.Sum	1	360,000.00	360,000.00
		(i) Overheads, charges and profit on item 1.3 (h) above	%	360,000.00		
	PSA8-5 8.6	<b>Prime cost sums:</b>				
		(a) Additional tests required by the Engineer	PC Sum	1	250,000.00	250,000.00
		(b) Charge required by Contractor on sub item 1.4 (a) above	%	250,000.00		
	1200 A	TOTAL SECTION 1 CARRIED TO SUMMARY				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 2: GA-MAEPA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	SABS 1200C	<b>SECTION C: SITE CLEARANCE</b>				
2.1.1	PS C 3.1.1	Clear and grub:				
		(a) Strips for water pipeline of 2m wide	m	13000		
2.1.2	PS C 3.1.2	Remove and grub large trees and tree stumps of girth:				
		(a) Over 1,0 m and up to and including 2,0 m	No	8		
2.1.3	PS C 3.1.4	Take down and reinstate existing fences	km	10		
2.1.4	8.2.6	Clear hedge or fence or both where not scheduled separately	m	2500		
2.2		<b>SECTION DB : TRENCH EXCAVATION</b>				
2.2.1	SABS 1200 DB	<b>Excavation</b>				
2.2.1.1	PS DB 5.2.2	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for water mains of:				
		(a) Pipes up to 160 mm dia for depths:				
		<b>Over and Up to</b>				
		(i) 0,0 m 1,0 m	m <sup>3</sup>	1950		
		(ii) 1,0 m 2,0 m	m <sup>3</sup>	14040		
		(b) extra over item (a) above for				
		(i) Intermediate excavation	m <sup>3</sup>	2106		
		(ii) Hard rock excavation	m <sup>3</sup>	1404		
2.2.2	PS DB 4.2.3	<b>Excavation ancillaries</b>				
2.2.2.1		Make up deficiency in backfill material:				
		(a) From other necessary excavations on Site	m <sup>3</sup>	50		
		(b) By importation from designated borrow pits	m <sup>3</sup>	983		
		(c) By importation from commercial or off-site sources selected by Contractor	m <sup>3</sup>	120		
		(d) Opening up and closing down of designated borrow pits	Sum	1		
2.3	1200 DB PS DB 4.2.5	<b>Location of existing services:</b>				
2.3.1		Supply of specialist equipment for the detection of existing services	Prov Sum	1	350,000.00	350,000.00
2.3.2		Excavate by hand in soft material to expose existing services	m <sup>3</sup>	163		
2.3.3		Protect existing services	Prov Sum	1	8,500.00	8,500.00
		<b>TOTAL SECTION 2 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 2: GA-MAEPA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>2.4</b>	<b>1200 DB</b>	<b>Finishing</b>				
2.4.1	PS DB 4.2.6.1	Reinstate road surfaces complete with all courses:				
		(a) Gravel on shoulders	m <sup>2</sup>	40		
		(b) Gravel on roads	m <sup>2</sup>	80		
		(c) Asphalt of thickness of up to 30mm in roadway	m <sup>2</sup>	25		
<b>2.5</b>	<b>SABS 1200 LB</b>	<b><u>SECTION LB: BEDING (PIPES)</u></b>				
2.5.1	8.2.1	Provision of bedding from trench excavation within 0.5km:				
		(a) Selected granular material	m <sup>3</sup>	390		
		(b) Selected fill material	m <sup>3</sup>	936		
2.5.2	PS LB 8.2.2	Supply only of bedding by importation:				
2.5.2.1	PS LB 8.2.2.1	(a) From other necessary excavations within 0,5 km: (Provisional)				
		(i) Selected granular material	m <sup>3</sup>	390		
		(ii) Selected fill material	m <sup>3</sup>	624		
	PS LB 8.2.2.3	(b) From borrow pits within 0,5 km: (Provisional)				
		(i) Selected granular material	m <sup>3</sup>	520		
		(ii) Selected fill material	m <sup>3</sup>	1248		
	PS LB 8.2.2.3	(c) From commercial sources within 0,5 km: (Provisional)				
		(i) Selected granular material	m <sup>3</sup>	130		
		(ii) Selected fill material	m <sup>3</sup>	312		
2.5.3	PS LB 8.2.4	Encasing of pipes in concrete (Grade 25 Mpa)	m <sup>3</sup>	20		
2.5.4	PS LB 8.2.5	Overhaul of Bedding and Selected fill Blanket	m <sup>3</sup> km	13000		
<b>2.6</b>	<b>SABS 1200L</b>	<b><u>SECTION L: PIPEWORK</u></b>				
<b>2.6.1</b>		<b>Labour intensive excavation</b>				
2.6.1.1	PG4	Excavation by labour intensive methods in all materials for trenches, backfill, compact and dispose of surplus material for:				
		a) Pipes up to 160 mm dia for depths:				
		<b>Over and Up to</b>				
		(i) 0,0 m 1,0 m	m <sup>3</sup>	1599		
		<b>TOTAL SECTION 2 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 2: GA-MAEPA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>2.6.2</b>	<b>PS L 8.2.1</b>	<b>RETICULATION "LI"</b>				
2.6.2.1		Supply, handle, lay, weld bell joint preparation, bed, test and disinfect Grade PE100 PN 10 HDPE pipes				
		a) 50mm dia HDPE class 10	m	5917		
		b) 63mm dia HDPE class 10	m	5085		
		c) 75mm dia HDPE class 10	m	692		
2.6.2.2		Supply, handle, lay, joint, bed, test, disinfect and join to the system Spool pipe flanged both ends 50 mm NB Steel Pipes Grade B with epoxy coating for corrosion protection (4.5mm thickness) including all flanges, gaskets & bolts & nuts (to be covered with denso tape) All to be class PN16, flanged to SANS 1123:				
		a) Steel pipes FBE, Ø50 mm	m	420		
<b>2.6.3</b>	<b>PS L 8.2.2</b>	<b>BENDS</b>				
2.6.3.1	8.2.4	Supply, handle, lay, joint, weld, bed, test, disinfect and join to the system Steel Pipelines bends including all couplings where necessary:				
		a) 50mm dia HDPE class 10				
		i) 11.5°	No	8		
		ii) 22.5°	No	16		
		iii) 45°	No	9		
		iv) 90°	No	19		
	8.2.4	b) 63mm dia HDPE class 10				
		i) 11.5°	No	7		
		ii) 22.5°	No	3		
		iii) 45°	No	2		
		iv) 90°	No	4		
	8.2.4	c) 75mm dia HDPE class 10				
		i) 11.5°	No	3		
		ii) 22.5°	No	2		
		iii) 45°	No	2		
		iv) 90°	No	8		
2.6.3.2	8.2.4	Supply, handle, lay, joint, bed, test, disinfect and join to the system spool Steel Pipe specials Grade B with epoxy internal and external coating for corrosion protection (4.5mm thickness) including all flanges, gaskets, bolts & nuts (to be covered with denso tape). All to be class PN16, flanged to SANS 1123:				
		i) 11,25°	No	1		
		ii) 22,5°	No	1		
		iii) 45°	No	3		
		iv) 90°	No	10		
		<b>TOTAL SECTION 2 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 2: GA-MAEPA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>2.6.4</b>	<b>8.2.4</b>	<b>REDUCERS</b>				
2.6.4.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe reducers including all couplings where necessary:				
		a) HDPE class 10				
		i) 50mm x 63mm dia	No	15		
		ii) 63mm x 75mm dia	No	5		
		ii) 50mm x 75mm dia	No	2		
<b>2.6.5</b>	<b>8.2.4</b>	<b>TEES</b>				
2.6.5.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe grade PE100 HDPE PN 16 tees including all couplings where necessary				
		a) HDPE class 10				
		i) 50mm x 50mm dia Equal Tee	No	15		
		ii) 63mm x 50mm dia Reducing Tee	No	11		
		iii) 63mm x 63mm dia Equal Tee	No	7		
		iv) 75mm x 63mm dia Reducing Tee	No	6		
		v) 75mm x 50mm dia Reducing Tee	No	3		
2.6.5.2		Supply, handle, lay, joint, bed, test, disinfect and join to the system spool Steel Pipes Grade B with epoxy internal and external coating for corrosion protection (4.5mm thickness) including all flanges, gaskets, bolts & nuts. All to be class PN16, flanged both sides to SANS 1123:				
		a) 150mm x 80mm dia Reducing Tee	No	4		
		b) 150mm x 65mm dia Reducing Tee	No	11		
<b>2.6.6</b>	<b>8.2.5 &amp; 8.2.13</b>	<b>ISOLATION VALVES</b>				
2.6.6.1		Rates include supply, lay and bed Class 16 RSV socket ended, clockwise closing gate valves to SABS 664 with non-rising spindles including all fittings to be enclosed in around box valve chamber, see Drg No 18012-6.5-07				
		a) 50mm NB	No	3		
		b) 65mm NB	No	2		
		c) 75mm NB	No	2		
		d) 150mm NB	No	2		
		<b>TOTAL SECTION 2 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 2: GA-MAEPA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.6.7		BROUGHT FORWARD				
2.6.7.1		<b>PRESSURE REDUCING VALVE</b> Rates include supply and install, CLA-VAL new or similar approved globe type PRV, fusion bonded epoxy coated with red braum (Flanged & amo); drilled SABS 1123 table 20 including auxiliary pipework with stainless steel tubing, fittings, stainless steel CRD pressure reducing pilot, sealing disc Dp @ gt; 15bar @ amp; pressure gauge as shown on the drawings including all fittings according to Drg No 18012-6.5-09 a) 50mm b) 65mm c) 75mm d) 150mm	No No No No	2 1 2 2		
2.6.8	8.2.4	<b>END CAPS</b>				
2.6.8.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe end caps including all couplings where necessary a) HDPE Class 10 i) 63mm ii) 50mm	No No	11 1		
2.6.9	8.2.11	<b>ANCHOR/THRUST BLOCKS AND PEDESTALS</b>				
2.6.9.1		Supply and place concrete of class 25/19 according to Drg No 18012-6.5-08	m <sup>3</sup>	30		
2.6.10		<b>PIPE SUPPORTS</b>				
2.6.10.1		Rates to include excavation, material, formwork and placing concrete class 30/19.	m <sup>3</sup>	240		
2.6.11	SABS 1200LF	<b>SECTION LF: ERF CONNECTIONS "LI"</b>				
2.6.11.1		Supply, handle, lay, bed, test and disinfect and join to the pipe system HDPE Class 9 pipes complete with stand taps, fittings and accessories. Rate to include excavation, bedding and backfilling. a) Short house (0-2,0m) pipe connection using: i) 25mm Double connections ii) 25mm Single connections b) Long house (0-15,0m) pipe connection using: i) 25mm Double connections ii) 25mm Single connections	No No No No	140 72 193 45		
		<b>TOTAL SECTION 2 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 2: GA-MAEPA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
2.6.12	8.2.8	<b>PIPELINE MARKERS "LI"</b>				
2.6.12.1		Manufacture, supply, handle, install and paint marker posts inclusive the cost of listing and submitting a record of the installations to the Engineer	No	52		
2.6.13		<b>REFURBISHMENT OF EXISTING RETICULATION</b> Allowance for repair of existing reticulation network due to pipe burst during pressure testing. Supply all material s fittings and repair burst pipes. Rate to include exposing the pipeline and backfilling, testin and disinfecting the pipeline.	Prov sum	1	150,000.00	150,000.00
2.6.14	<b>SANS 1200DK 8.2.1</b>	<b>GABIONS "LI"</b> Surface preparation for bedding of gabions: a) Cavities filled with approved excavated material or rock to max. depth of 140mm b) Cavities filled with class 15/19 strength concrete to max. thickness of 60mm c) Cavities filled with class 15/19 strength concrete irrespective of depth  Construct gabions to SANS 1480 (1993) using galvanised wire Notes : Each gabion to be fitted with a corrosion resistant metal tag containing manufacturer's information. Mesh to be hexagonally woven 3 ½ turns, R = 100, b = 80 mesh wire 2,7mm min. and selvedge 3,4mm min. Diaphragms at 1,0m centres. Binding wire 2,2mm min. In the following sizes: a) L = 1m W = 1m H = 1m Cell 1 b) L = 2m W = 0,5m H = 0,5m Cell 2	m <sup>2</sup> m <sup>3</sup> m <sup>3</sup>      m <sup>3</sup> m <sup>3</sup>	20 4 1      30 60		
2.6.15		<b>STONE PITCHING</b>				
2.6.15.1		Ordinary pitching of thickness at least 300mm on slope of banks as ordered	m <sup>2</sup>	2,600		
		<b>TOTAL SECTION 2 CARRIED TO SUMMARY</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 3: MPANA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	SABS 1200C	<b>SECTION C: SITE CLEARANCE</b>				
3.1.1	PS C 3.1.1	Clear and grub:				
		(a) Strips for water pipeline of 2m wide	m	54381		
3.1.2	PS C 3.1.2	Remove and grub large trees and tree stumps of girth:				
		(a) Over 1,0 m and up to and including 2,0 m	No	8		
3.1.3	PS C 3.1.4	Take down and reinstate existing fences	km	10		
3.1.4	8.2.6	Clear hedge or fence or both where not scheduled separately	m	2500		
3.2	SABS 1200 DB	<b>SECTION DB : TRENCH EXCAVATION</b>				
3.2.1		<b>Excavation</b>				
3.2.1.1	PS DB 5.2.2	Excavate in all materials for trenches, backfill, backfill, compact and dispose of surplus material for watermain of:				
		(a) Pipes up to 160 mm dia for depths:				
		<b>Over and Up to</b>				
		(i) 0,0 m 1,0 m	m <sup>3</sup>	5439		
		(ii) 1,0 m 2,0 m	m <sup>3</sup>	58732		
		(b) extra over item (a) above for				
		(i) Intermediate excavation	m <sup>3</sup>	8810		
		(ii) Hard rock excavation	m <sup>3</sup>	5874		
3.2.2	PS DB 4.2.3	<b>Excavation ancillaries</b>				
3.2.3.1		Make up deficiency in backfill material:				
		(a) From other necessary excavations on Site	m <sup>3</sup>	206		
		(b) By importation from designated borrow pits	m <sup>3</sup>	4112		
		(c) By importation from commercial or off-site sources selected by Contractor	m <sup>3</sup>	500		
		(d) Opening up and closing down of designated borrow pits	Sum	1		
3.3	1200 DB PS DB 4.2.5	<b>Location of existing services:</b>				
3.3.1		Supply of specialist equipment for the detection of existing services	Prov Sum	1	350,000.00	350,000.00
3.3.2		Excavate by hand in soft material to expose existing services	m <sup>3</sup>	680		
3.3.3		Protect existing services	Prov Sum	1	8,500.00	8,500.00
		<b>TOTAL SECTION 3 CARRIED FORWARD</b>				



**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 3: MPANA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>3.4</b>	<b>1200 DB</b>	<b>Finishing</b>				
3.4.1	PS DB 4.2.6.1	Reinstate road surfaces complete with all courses:				
		(a) Gravel on shoulders	m <sup>2</sup>	40		
		(b) Gravel on roads	m <sup>2</sup>	80		
		(c) Asphalt of thickness of up to 30mm in roadway	m <sup>2</sup>	25		
<b>3.5</b>	<b>SABS 1200 LB</b>	<b><u>SECTION LB: BEDING (PIPES)</u></b>				
3.5.1	8.2.1	Provision of bedding from trench excavation within 0.5km:				
		(a) : Selected granular material	m <sup>3</sup>	3263		
		(b) : Selected fill material	m <sup>3</sup>	3914		
3.5.2	8.2.2	Supply only of bedding by importation:				
3.5.2.1	PS LB 8.2.2.1	(a) : From other necessary excavations within 0,5 km: (Provisional)				
		(i) Selected granular material	m <sup>3</sup>	1088		
		(ii) : Selected fill material	m <sup>3</sup>	2610		
3.5.2.2	PS LB 8.2.2.3	(b) : From borrow pits within 0,5 km: (Provisional)				
		(i) Selected granular material	m <sup>3</sup>	2176		
		(ii) : Selected fill material	m <sup>3</sup>	5219		
3.5.2.3	PS LB 8.2.2.3	(c) : From commercial sources within 0,5 km:				
		(i) Selected granular material	m <sup>3</sup>	544		
		(ii) : Selected fill material	m <sup>3</sup>	1305		
3.5.3	PS LB 8.2.4	Encasing of pipes in concrete (Grade 25 Mpa)	m <sup>3</sup>	20		
3.5.4	PS LB 8.2.5	Overhaul of Bedding and Selected fill Blanket	m <sup>3</sup> km	53730		
<b>3.6</b>	<b>SABS 1200L</b>	<b><u>SECTION L: PIPEWORK</u></b>				
<b>3.6.1</b>		<b>Labour intensive excavation</b>				
3.6.1.1	PG4	Excavation by labour intensive methods in all materials for trenches, backfill, compact and dispose of surplus material for:				
		a) Pipes up to 160 mm dia for depths:				
		<b>Over and Up to</b>				
		(i) 0,0 m 1,0 m	m <sup>3</sup>	16043		
		<b>TOTAL SECTION 3 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 3: MPANA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
3.6.2	PS L 8.2.1	<b>RETICULATION "LI"</b> Supply, handle, lay, weld bell joint preparation, bed, test and disinfect Grade PE100 PN 16 HDPE pipes				
3.6.3.1		a) 50mm dia HDPE class 10	m	47752		
		b) 63mm dia HDPE class 10	m	700		
		c) 110mm dia HDPE class 10	m	823		
3.6.2.2		Supply, handle, lay, joint, bed, test, disinfect and join to the system 50 mm NB spool Steel Pipes Grade B line with internal and external epoxy coating for corrosion protection (4.5mm thickness) including all flanges, gaskets & bolts (bolts to be covered with denso tape). All to be class PN16, flanged to SANS 1123:				
		a) Steel pipes FBE, Ø50 mm	m	4786		
		b) Steel pipes FBE, Ø200 mm	m	750		
3.6.3	PS L 8.2.2	<b>BENDS</b>				
3.6.3.1	8.2.4	Supply, handle, lay, joint, weld, bed, test, disinfect and join to the system 100 mm DN Steel Pipelines bends including all couplings where necessary:				
	8.2.4	a) 50mm dia HDPE class 10				
		i) 11.5°	No	25		
		ii) 22.5°	No	23		
		iii) 45°	No	16		
		iv) 90°	No	57		
	8.2.4	b) 63mm dia HDPE class 10				
		i) 11.5°	No	6		
		ii) 22.5°	No	4		
		iii) 45°	No	5		
		iv) 90°	No	3		
	8.2.4	c) 110mm dia HDPE class 10				
		i) 11.5°	No	6		
		ii) 22.5°	No	5		
		iii) 45°	No	12		
		iv) 90°	No	3		
3.6.4	8.2.4	<b>REDUCERS</b>				
3.6.4.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe socket ended reducers				
		a) HDPE class 10				
		i) 50mm x 63mm dia	No	3		
		ii) 50mm x 75mm dia	No	4		
		iii) 50mm x 110mm dia	No	7		
		iv) 63mm x 110mm dia	No	3		
		<b>TOTAL SECTION 3 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 3: MPANA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
3.6.5	PS L 8.2.2	<b>TEES</b>				
3.6.5.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe grade PE100 HDPE PN 16 tees including all couplings where necessary				
		a) HDPE class 10				
		i) 50mm x 50mm dia Equal Tee	No	88		
		ii) 63mm x 50mm dia Reducing Tee	No	8		
		iii) 75mm x 50mm dia Reducing Tee	No	4		
		iv) 110mm x 50mm dia Reducing Tee	No	6		
3.6.6	8.2.5 & 8.2.13	<b>ISOLATION VALVES</b>				
3.6.6.1		Rates include supply, lay and bed Class 16 RSV socket ended, clockwise closing gate valves to SABS 664 with non-rising spindles including all fittings to be enclosed in a round valve box 250mm lid x 260 depth to Drg No 18012-6.5-07				
		a) 50mm	No	5		
		b) 65mm	No	1		
		c) 75mm	No	1		
		c) 100mm	No	1		
3.6.9		<b>PRESSURE REDUCING VALVE</b>				
3.6.9.1		Rates include supply and install, 150ND CLA-VAL new or similar approved globe type PRV, fusion bonded epoxy coated with red braum (Flanged & amo); drilled SABS 1123 table 20 including auxiliary pipework with stainless steel tubing, fittings, stainless steel CRD pressure reducing pilot, sealing disc Dp @ gt; 15bar @ amp; pressure gauge as shown on the drawings including all fittings according to Drg No 18012-6.5-09				
		i) 50mm	No	4		
		<b>TOTAL SECTION 3 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 3: MPANA WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
3.6.10 3.6.10.1	8.2.4	<b>END CAPS</b> Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe end caps including all couplings where necessary  a) HDPE  ii) 63mm  i) 50mm	No  No	6  40		
3.6.11 3.6.11.1	8.2.11	<b>ANCHOR/THRUST BLOCKS AND PEDESTALS</b> Supply and place concrete of class 25/19 according to Drg No 18012-6.5-08	m <sup>3</sup>	82		
3.6.12		<b>PIPE SUPPORTS</b>  Rates to include excavation, material, formwork and placing concrete class 30/19.	m <sup>3</sup>	240		
3.6.13		<b>REFURBISHMENT OF EXISTING RETICULATION</b> Allowance for repair of existing reticulation network due to pipe burst during pressure testing. Supply all material s fittings and repair burst pipes. Rate to include exposing the pipeline and backfilling, testin and disinfecting the pipeline.	Prov Sum	1		
3.6.14	<b>SABS 1200LF</b>	<b><u>SECTION LF: ERF CONNECTIONS "LI"</u></b> Supply, handle, lay, bed, test and disinfect and join to the pipe system HDPE Clas 9 pipes. Rate to include excavation, bedding and backfilling. Complete with stand tap fittings and accessories, a) Short house (0-2,0m) pipe connection using:  i) 25mm Double connections ii) 25mm Single connections  b) Long house (0-15,0m) pipe connection using:  i) 25mm Double connections ii) 25mm Single connections	No  No  No  No	215  61  210  62		
3.6.15 3.6.15.1	8.2.8	<b>PIPELINE MARKERS "LI"</b>  Manufacture, supply, handle, install and paint marker posts inclusive the cost of listing and submitting a record of the installations to the Engineer	No	218		
3.7	<b>SANS 1200DK 8.2.1</b>	<b>GABIONS "LI"</b> Surface preparation for bedding of gabions: a) Cavities filled with approved excavated material or rock to max. depth of 140mm b) Cavities filled with class 15/19 strength concrete to max. thickness of 60mm c) Cavities filled with class 15/19 strength concrete irrespective of depth  Construct gabions to SANS 1480 (1993) using galvanised wire Notes : Each gabion to be fitted with a corrosion resistant metal tag containing manufacturer's information. Mesh to be hexagonally woven 3 ½ turns, R = 100, b = 80 mesh wire 2,7mm min. and selvedge 3,4mm min. Diaphragms at 1,0m centres. Binding wire 2,2mm min. In the following sizes: a) L = 1m W = 1m H = 1m Cell 1 b) L = 2m W = 0,5m H = 0,5m Cell 2	m <sup>2</sup>  m <sup>3</sup>  m <sup>3</sup>      m <sup>3</sup>  m <sup>3</sup>	20  4  1      30  60		
3.8		<b>STONE PITCHING</b>  Ordinary pitching of thickness at least 300mm on slope of banks as ordered	m <sup>2</sup>	5,600		
		<b>TOTAL SECTION 3 CARRIED TO SUMMARY</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 4: GA-RATAU WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.1	SABS 1200C	<b>SECTION C: SITE CLEARANCE</b>				
4.1.1	PS C 3.1.1	Clear and grub:				
		(a) Strips for water pipeline of 2m wide	m	32700		
4.1.2	PS C 3.1.2	Remove and grub large trees and tree stumps of girth:				
		(a) Over 1,0 m and up to and including 2,0 m	No	10		
4.1.3	PS C 3.1.4	Take down and reinstate existing fences	km	15		
4.1.4	8.2.6	Clear hedge or fence or both where not scheduled separately	m	10		
4.2		<b>SECTION DB : TRENCH EXCAVATION</b>				
4.2.1	SABS 1200 DB	<b>Excavation</b>				
4.2.1.1	PS DB 5.2.2	Excavate in all materials for trenches, backfill, backfill, compact and dispose of surplus material for watermain of:				
		(a) Pipes up to 160 mm dia for depths:				
		<b>Over and Up to</b>				
		(i) 0,0 m 1,0 m	m <sup>3</sup>	3270		
		(ii) 1,0 m 2,0 m	m <sup>3</sup>	35316		
		(b) extra over item (a) above for				
		(i) Intermediate excavation	m <sup>3</sup>	5298		
		(ii) Hard rock excavation	m <sup>3</sup>	1766		
4.2.2	PS DB 4.2.3	<b>Excavation ancillaries</b>				
4.2.2.1		Make up deficiency in backfill material:				
		(a) From other necessary excavations on Site	m <sup>3</sup>	124		
		(b) By importation from designated borrow pits	m <sup>3</sup>	248		
		(c) By importation from commercial or off-site sources selected by Contractor	m <sup>3</sup>	301		
		(d) Opening up and closing down of designated borrow pits	Sum	1		
4.3	1200 DB PS DB 4.2.5	<b>Location of existing services:</b>				
4.3.1		Supply of specialist equipment for the detection of existing services	Sum	1		
4.3.2		Excavate by hand in soft material to expose existing services	m <sup>3</sup>	327		
4.3.3		Protect existing service	Sum	1		
		<b>TOTAL SECTION 4 CARRIED FORWARD</b>				

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 4: GA-RATAU WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>4.4</b>	<b>1200 DB</b>	<b>Finishing</b>				
4.4.1	PS DB 4.2.6.1	Reinstate road surfaces complete with all courses:				
		a) Gravel on shoulders	m <sup>2</sup>	60		
		b) Gravel on roads	m <sup>2</sup>	80		
		c) Asphalt of thickness of up to 30mm in roadway	m <sup>2</sup>	60		
<b>4.5</b>	<b>SABS 1200 LB</b>	<b><u>SECTION LB: BEDING (PIPES)</u></b>				
4.5.1	8.2.1	Provision of bedding from trench excavation within 0.5km:				
		(a) Selected granular material	m <sup>3</sup>	1962		
		(b) Selected fill material	m <sup>3</sup>	2354		
4.5.2	PS LB 8.2.2	Supply only of bedding by importation:				
4.5.3	PS LB 8.2.2.1	From other necessary excavations within 0,5 km: (Provisional)				
		(a) Selected granular material	m <sup>3</sup>	1308		
		(b) Selected fill material	m <sup>3</sup>	1570		
4.5.4	PS LB 8.2.2.3	From borrow pits within 0,5 km: (Provisional)				
		(a) Selected granular material	m <sup>3</sup>	2616		
		(b) Selected fill material	m <sup>3</sup>	3138		
4.5.5	PS LB 8.2.2.3	From commercial sources within 0,5 km: (Provisional)				
		(a) Selected granular material	m <sup>3</sup>	654		
		(b) Selected fill material	m <sup>3</sup>	786		
4.5.6	PS LB 8.2.4	Encasing of pipes in concrete	m <sup>3</sup>	20		
4.5.7	PS LB 8.2.5	Overhaul of Bedding and Selected fill Blanket	m <sup>3</sup> km	33996		
<b>4.6</b>	<b>SABS 1200L</b>	<b><u>SECTION L: PIPEWORK</u></b>				
<b>4.6.1</b>		<b>Labour intensive excavation</b>				
4.6.1.1	PG4	Excavation by labour intensive methods in all materials for trenches, backfill, compact and dispose of surplus material for:				
		a) Pipes up to 160 mm dia for depths:				
		<b>Over and Up to</b>				
		(i) 0,0 m 1,0 m	m <sup>3</sup>	9647		
		<b>TOTAL SECTION 4 CARRIED FORWARD</b>				

## SECTION 4: GA-RATAU WATER RETICULATION

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**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 4: GA-RATAU WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>4.6.5</b>	<b>8.2.4</b>	<b>TEES</b>				
4.6.5.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe grade PE100 HDPE PN 16 tees including all couplings where necessary  HDPE class 10  a) 50mm x 50mm dia Equal Tee  b) 75mm x 50mm dia Reducing Tee  c) 110mm x 75mm dia Reducing Tee  d) 110mm x 50mm dia Reducing Tee  e) 110mm x 110mm dia Equal Tee	No  No  No  No  No	84  4  3  4  1		
<b>4.6.6</b>	<b>8.2.5 &amp; 8.2.13</b>	<b>ISOLATION VALVES</b>				
4.6.6.1	8.2.13	Rates include supply, lay and bed Class 16 RSV socket ended, clockwise closing gate valves to SABS 664 with non-rising spindles including all fittings to be enclosed in a round valve box 250mm lid x 260 depth to Drg No 18012-6.5-07  a) 50mm  b) 110mm	No  No	5  1		
<b>4.6.7</b>		<b>PRESSURE REDUCING VALVE</b>				
4.6.9.1		Rates include supply and install, CLA-VAL new globe type PRV, fusion bonded epoxy coated with red braum. Flanged & amo; drilled SABS 1123 table 20 including auxiliary pipework with stainless steel tubing, fittings, stainless steel CRD pressure reducing pilot, sealing disc Dp @ gt; 15bar @ amp; pressure gauge as shown on the drawings including all fittings according to Drg No 18012-6.5-09  a) 75mm  b) 50mm	No  No	4  3		
		<b>TOTAL SECTION 4 CARRIED FORWARD</b>				



**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION**

CONTRACT No: SK8/3/1-20/2021/2022

**SECTION 4: GA-RATAU WATER RETICULATION**

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
<b>4.6.8</b>	<b>8.2.4</b>	<b>END CAPS</b>				
4.6.8.1		Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe HDPE end caps including all couplings where necessary				
		a) 50mm	No	58		
		b) 75mm	No	6		
		c) 90mm	No	4		
<b>4.6.9</b>	<b>8.2.11</b>	<b>ANCHOR/THRUST BLOCKS AND PEDESTALS</b>				
4.6.9.1		Supply and place concrete of class 25/19 according to Drg No 18012-P2B-09	m <sup>3</sup>	82		
<b>4.6.10</b>	<b>SABS 1200LF</b>	<b>SECTION LF: ERF CONNECTIONS "LI"</b>				
4.6.10.1		Supply, handle, lay, bed, test and disinfect and join to the pipe system HDPE Clas 9 pipes complete with stand taps, accessories and fittings Rate to include excavation, bedding and backfilling.				
		a) Short house (0-2,0m) pipe connection using:				
		i) 25mm Double connections	No	139		
		ii) 25mm Single connections	No	40		
		b) Long house (0-15m) pipe connection using:				
		i) 25mm Double connections	No	118		
		ii) 25mm Single connections	No	38		
<b>4.6.11</b>		<b>PIPE SUPPORTS</b>				
4.6.11.1		Rates to include excavation, material, formwork and placing concrete class 30/19.	m <sup>3</sup>	240		
4.6.11.2		<b>REFURBHISHMENT OF EXISTING RETICULATION</b> Allowance for repair of existing reticulation network due to pipe burst during pressure testing. Supply all material s fittings and repair burst pipes. Rate to include exposing the pipeline and backfilling, testin and disinfecting the pipeline.	Prov Sum	1	150,000.00	150,000.00
<b>4.6.12</b>	<b>8.2.8</b>	<b>PIPELINE MARKERS "LI"</b>				
4.6.12.1		Manufacture, supply, handle, install and paint marker posts inclusive the cost of listing and submitting a record of the installations to the Engineer	No	131		
<b>4.7</b>	<b>SANS 1200DK 8.2.1</b>	<b>GABIONS "LI"</b> Surface preparation for bedding of gabions: a) Cavities filled with approved excavated material or rock to max. depth of 140mm b) Cavities filled with class 15/19 strength concrete to max. thickness of 60mm c) Cavities filled with class 15/19 strength concrete irrespective of depth  Construct gabions to SANS 1480 (1993) using galvanised wire Notes : Each gabion to be fitted with a corrosion resistant metal tag containing manufacturer's information. Mesh to be hexagonally woven 3 ½ turns, R = 100, b = 80 mesh wire 2,7mm min. and selvedge 3,4mm min. Diaphragms at 1,0m centres. Binding wire 2,2mm min. In the following sizes: a) L = 1m W = 1m H = 1m Cell 1 b) L = 2m W = 0,5m H = 0,5m Cell 2	m <sup>2</sup> m <sup>3</sup> m <sup>3</sup>        m <sup>3</sup> m <sup>3</sup>	20 4 1        30 60		
<b>4.8</b>		<b>STONE PITCHING</b> Ordinary pitching of thickness at least 300mm on slope of banks as ordered	m <sup>2</sup>	3,270		
		<b>TOTAL SECTION 4 CARRIED TO SUMMARY</b>				

**CONTRACT No: SK8/3/1-20/2021/2022**

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De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpama, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY**
**LIMPOPO PROVINCE****DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA): CONTRACT C****PART C3 Scope of Work**

<b>1</b>	<b>PIPELINES</b>		
<b>1.1</b>	<b>GA-MPANA RETICULATION</b>	<b>UNIT</b>	<b>QTY</b>
	63mm diameter (HDPE; class 10)	m	700
	50mm diameter (HDPE; class 10)	m	47752
	50mm diameter steel	m	4786
	200mm diameter FBE steel pipe	m	750
	Yard connections	No	548

<b>2</b>	<b>PIPELINES</b>		
<b>2.1</b>	<b>GA-RATAU RETICULATION</b>	<b>UNIT</b>	<b>QTY</b>
	110mm diameter (HDPE; class 10)	m	3010
	63mm diameter (HDPE; class 10)	m	3060
	50mm diameter (HDPE; class 10)	m	26591
	Yard connections	No	335

<b>3</b>	<b>PIPELINES</b>		
<b>3.1</b>	<b>GA-MAEPA RETICULATION</b>	<b>UNIT</b>	<b>QTY</b>
	50mm diameter (HDPE; class 10)	m	5917
	63mm diameter (HDPE; class 10)	m	5085
	75mm diameter (HDPE; class 10)	m	692
	Yard connections	No	450

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpama, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**C3.1 DESCRIPTION OF THE WORKS**

**C3: SCOPE OF WORK**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

### C3 Scope of work

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods

#### C3.1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods and sub-contractors where possible. The works in this contract are to be executed by using both conventional construction and labour –intensive construction methods according to the special public works programme (SPWP) as prescribed in the guidelines of the Expanded public works program (EPWP).

The following prerequisites will apply for the appointment of sub-contractor:

- All sub-contractor used will be Black Economic Empowerment (BEE) compliant.
- Sub-contractor will preferably be from the community where the works are executed (*the LCDP is waived from the local sub and LCDP is constituted by local SMMEs*).
- Otherwise, sub-contractors will be from the Sekhukhune District Municipality Regions in the proximity of the community where the works are executed or other Madibeng Regions.
- Prior to site establishment, the successful Bidder will submit details of the sub-contractors to be used in the execution of the Works.

##### Labour intensive works

Labour intensive construction methods shall be implemented using unemployed local works who are temporarily employed in terms of the project specification. The main contractor must provide NAF2 level training to the Sub-Contractors.

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

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "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.

##### 1.2 Overview of the works

The work will be carried using Labour- Intensive approach as much as possible. Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.

##### 1.2 Extent of the works

The construction of De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau and Maepa) Contract C includes the following:

- Establishment of Contractor's camp site.
- The excavation of the trenches and installation of the pipes will be done conventionally due to the depth of trenches.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C  
Reference no: SK8/3/1-20/2021/22

- Installation of reticulation Networks in Maepa, Ratau and Mpana.

#### 1.4 Location of the works

The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document. The site of works is located at;

Table 1: Village GPS Locations			
No.	Settlement	Latitude	Longitude
1	Ga-Mpana	24°51'48"S	29°57'15"E
2	Ga-Ratau	24°51'44"S	29°55'38"E
3	Ga-Maepa	24°52'20"S	29°54'35"E

The site shall not only include the works area for the construction of the new services, but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpama, Ratau And Maepa) : Contract C  
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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) - RETICULATION (MPANA, RATAU AND MAEPA): CONTRACT C**

**C3.2 ENGINEERING**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.2 ENGINEERING****C3.2.1 STANDARDS AND CODES OF PRACTICE**

The following design standards for civil engineering infrastructure will apply:

- I. Guideline for Human Settlement planning and design (2000) compiled under the patronage of the Department of Housing and published by the CSIR Building and Construction Technology (New Red Book).
- II. General Condition of Contract for construction works (2015) (Third Edition) by the South African Institution of Civil Engineers.
- III. Technical Guidelines (2004) by the Department of water and Sanitation.
- IV. SABS 1200 Standardized specifications.

**C3.2.2 DESIGN AND SPECIFICATIONS**

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1989	:	Earthworks
SABS 1200 DB 1989	:	Earthworks (Pipe works)
SABS 1200 L 1983	:	Medium Pressure Pipes
SABS 1200 LB 1983	:	Bedding
SABS 1200 LF 1983	:	Erf Connection
SABS 1200 GA 1982	:	Concrete (Small Works)
SABS 1200G	:	Concrete
SABS 1200H	:	Structural Steelwork
SABS 1200HC	:	Corrosion Protection
SABS 1200LC	:	Cable Ducts
SABS 1200MM	:	Ancillary Works

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria:

SANS 1921 – 1 (2004): Construction and Management Requirements for Works  
Contracts Part 1: *General Engineering and Construction Works*

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

**Table 1:**

Item No.	DESCRIPTION	DESIGN CRITERIA
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

**C3.2.3: Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)**

The reduced drawings form part of the tender documents as mentioned under Part T1 and shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Employer's Agent all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Employer's agent will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Employer's agent for confirmation before he commences with any structural construction work. The Contractor shall also check all dimensions which are given on the drawings and inform the Employer's Agent of any conflicting dimensions.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.2.4: LIST OF DRAWINGS**

DRAWING NO	DESCRIPTION	REFERENCE NO.:
000	DRAWING LIST	18012-P2B-00
001	NAMEBOARD	18012-P2B-01
002	OVERALL LAYOUT	18012-P2B-02
003	GA-MPANA WATER RETICULATION LAYOUT	18012-P2B-03
004	GA-RATAU WATER RETICULATION LAYOUT	18012-P2B-04
005	GA-MAEPA WATER RETICULATION LAYOUT	18012-P2B-05
006	ISOLATION VALVE AND PIPE BENDING DETAILS	18012-P2B-06
007	ROAD CROSSING DETAILS	18012-P2B-07
008	YARD CONNECTION DETAILS	18012-P2B-08
009	THRUST BLOCK DETAILS	18012-P2B-09
010	RIVER CROSSING DETAILS	18012-P2B-10
011	PRESSURE REDUCING VALVE DETAILS	18012-P2B-11
012	FLOW CONTROL VALVE DETAILS	18012-P2B-12

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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**SEKHUKHUNE DISTRICT MUNICIPALITY**

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**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C PHASE 2.3**

**C3.3           PROCUREMENT**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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### C3.3 Procurement

#### C3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

#### C3.3.2 Scope of mandatory subcontract work

In areas where required by Employer's Agent the Contractor will be required to make use of local emerging contractors registered with CIDB in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

#### C3.3.3 Preferred subcontractors/suppliers

Local emerging contractors must be Black Enterprises. A black enterprise (BE) is defined as a company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles must apply to BE's.

Enterprises must comply with the following:

- Business must be registered within the LIMPOPO PROVINCE boundaries,
- Owners must reside within the LIMPOPO PROVINCE.

#### C3.3.4 SUBCONTRACTING PROCEDURES

The contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provision of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the FIDIC form of subcontracting with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) -Reticulation (Mpana, Ratau And Maepa) : Contract C  
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provision of the Standard Conditions of tender. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

**Note:** 1 The CIDB Best Practice Guideline D1, *Subcontracting Arrangements*, provides guidance on the selection of a suitable form of subcontracts.

2 Provision in the Pricing Data should be made for provisional sums for portions of the works that are to be subcontracted in this manner

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) - Contract C**

**C3.4 CONSTRUCTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.4 CONSTRUCTION****C3.4.1 Works specifications**

The applicable "Standard Specifications" shall be the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", read together with the Particular Specifications.

Bidders, Contractors and Subcontractors shall obtain their own copies of the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", for tendering purposes and for use for the duration of the Contract from the Sekhukhune District Municipality and shall bear all expenses in this regard.

The Standard Specifications have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this contract.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this contract

**C3.4.1.1 Particular Specifications**

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

PC	: Trimming of site
PD	: Maintenance
PE	: Contingencies
PLI	:Particular Specification for Generic Labour-intensive Specification

**Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications.**

Section C3.7 covers corrections and amendments to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005

**C3.4.1.2 Variations and Additions to the SABS 1200 Standardized Specifications**

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

**C3.4.2 Site Facilities****1. Water Supply**

Potable water supply available

A reticulated potable water supply is to be installed as part of the contract. The current tariffs applicable are available from the water and sanitation division. The contractor can only draw water from fire hydrants specified by the municipality in exceptional circumstances and then only after written authority had been

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C

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granted. When permission is granted, the water must be drawn through a metered stand pipe issued by the water and sanitation division.

The contractor shall cease to operate until other arrangements have been made for the supply of water. No claims for delay so caused will be considered.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums bided by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

## **2. Electricity power Supply**

The contractor shall make his own arrangements for the supply of electricity power to suit his own and the Employer's Agent's requirements and operations. The cost of providing connections any transformer sub-stations and switch gear, generators fuel and and/or overhead power lines or underground cables required to supply the electric power shall be included in the rates entered in the Schedule.

The cost of electric power consumption for construction, rock drilling. Machinery operations a lighting, ventilation and domestic use are to be included in the rates in the schedule of Quantities for the various construction and operations.

## **3. Access Roads**

Where the locality of works requires it, the Contractor shall grade or construct. And keep in good and constant repair, temporary access roads connecting public roads in the vicinity with the works. Such roads must be of a sufficiently high standard for reliable access of heavy transport vehicle in all weathers and shall communicate with all parts of the works.

## **4. Use of Site**

All notice boards. Sign boards and advertisement at the site shall be subject to the Employer's Agents approval. The Contractor shall take all precautions to preserve trees other than those which, of necessity, must be removed for the purpose of fulfilling the contract.

The contractor shall maintain the site in a clean, orderly and sanitary condition and shall take all necessary steps and precautions to prevent the pollution of the surrounding area by his employees or animals in any way. These steps and precautions shall be to the satisfaction of the Employer's Agent and Medical Officer of Health of Madibeng.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**5. Precautions against Nuisance**

The contractor's attention is drawn to the fact that operations are being conducted in a semi-urban area and in the presence of traffic. Special precautions must be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Plant used on the works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 7H00 am and 5H00 pm. Any work outside normal hours will be permitted only on the written authority of the Employer's Agent.

Whenever machinery is excavating or loading material which is liable to form a dust nuisance, an effective method of spraying water over the cut area and loaded material shall be installed. Tarpaulins shall be provided to cover trucks and prevent dust blowing from loads during transport.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads of completed construction by trucks transporting muddy material. The Employer's Agent may order the contractor continuously to broom off and clean roads where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

**6. Sanitary Accommodation**

The contractor shall provide, maintain, move to position as required and finally remove proper sanitary accommodation at each work. Front sanitary accommodation shall be properly screened and its use strictly enforced. The situation of sanitary accommodation prescribed in terms of the Sanitary General By-Laws shall be approved by the Employer's Agent as being convenient for the person whose use it is intended.

The sanitary accommodation provided must be adequately ventilated. Properly disinfected and kept in a thoroughly clean condition at all times.

The contractor shall make arrangements for the provision of the sewer connection in the case of water closets or the removal of pails in the case of pail closets.

The contractor shall bear all costs associated with the provision of sanitary accommodation. Compensation for these costs will be made under the relevant item the schedule of Quantities.

**7. Work in Servitudes**

The contractor shall give 7 days advance notice to both the Employer's Agent and the property owner of his intention to commence work in servitude. The contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property.

The contractor shall take all necessary precautions for the protection of person's livestock, buildings and property. The soil shall be kept segregated and all gardens, fences, path etc. shall be reinstated to their former condition.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Where acquisition of servitude has been finalized it may not be possible to obtain continuity of the work. The contractor will be required temporarily to omit such sections until instructed that the work may proceed.

No extra payment will be made to the contractor should it be necessary to omit sections and return to them later. It is not intended, however, that the contractor should be called upon to return to the Site after all other sections of the contract have been completed and the contractor has removed his plant and equipment.

Trees removed in servitude shall remain the property of the stand owners if required by them.

## 8. Access to Premises

The contractor shall maintain adequate access to all public and private properties at all times unless otherwise sanctioned by the Employer's Agent. Details of the proposed methods of providing access shall be submitted to the Employer's Agent for approval before such access is restricted. Any claims arising from impeded access shall be wholly the responsibility of the Contractor.

Provision shall be made to allow sanitary services to stand to be unimpeded.

Where necessary to permit access or egress, the contractor shall provide for the laying of planks or other excavated and filled works or even concrete or asphalted surfaces in order to protect the work from damage.

Any temporary wooden bridges shall be provided with suitable tubular or other hand rail and horizontal member shall be placed at 0,3m, 0,9m and 1,2m above the level of the boards.

Vehicular access shall be maintained to properties at the end of each day's work unless the Contractor as made alternative arrangement with the owners.

## 9. Waterways

Free waterways shall be maintained in gutter, drains streams. Etc. and existing conditions shall not be changed by deposition spoil in waterways or by diverting water into private property

The contractor shall settle all claims and make good any damage at his own expense should flooding of public property occur through waterways being obstructed or diverted as a result of his operations.

## 10. Permits and wayleave

The Contractor shall be responsible to obtain all the wayleave required under this Contract. A separate payment item has been included under Section 1200 A of the Schedule of Quantities to compensate the Contractor for all his expenses to obtain the wayleave.

The wayleave to be obtained by the Contractor consists mainly of the following:

### C3.4.2 Features requiring special attention

#### (a) Site maintenance

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C

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During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Testing and quality control

**(I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

**(II) ADDITIONAL TESTING REQUIRED BY THE ENGINEER**

In addition to the provisions of subclause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

**(III) COSTS OF TESTING**

**(a) Tests in terms of subclause C3.4.2.5(c)(i)**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidden rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g., re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

**(b) Additional tests required by the Engineer**

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials

Contractor

Witness 1

Witness 2

Employer

Witness 1

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utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor

**(c) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

**(d) Opening up and closing down of designated borrow pits**

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SABS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SABS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

**C3.4.3 Plant and construction equipment**

The contractor is encouraged to hire plants and construction equipment from local community where possible is encouraged.

All items of plant used on the works shall be approved, morden, efficient plant, well suited to the purpose for which the contractor uses them and shall be properly maintained items of plant which leak oil or which, in the opinion of the Employer's Agent's generate excessive noise, smoke, or other nuisance shall be removed from the works. The Employer's Agent's decision in this respect shall be final and binding upon the Contractor

All vehicles used on the works are to be sound mechanical condition and shall conform to and be operated in accordance with the Northwest Provincial Ordinance and the Northwest Provincial Road Traffic regulations. All vehicles must be fully insured against accident or loss including third party risk and the Contractor shall produce evidence of this if required by the Employer's Agent.

The contractor shall be deemed to have established the extent to which mechanical plant can be used for excavating and refilling before the submission of its tender. The Employer's Agent's authority to use mechanical plant will not be unreasonably withheld, but if in the Employer's Agent's opinion, circumstances exist which make it desirable that the use of plant should be suspended either temporarily or permanently, the contractor shall change the method of performing the work affected at his own cost and he shall be deemed to have no cause for claim if any order issued by the Employer's Agent results in the mechanical plant having to stand idle for a period of any duration whatsoever or having to be removed.

In particular, where it is impossible due to proximity to existing structures or services to excavate except by hand methods then in such cases it shall be deemed reasonable for the purpose of this clause for the Employer's Agent to withhold authority to use mechanical plant.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.4.2.2 Facilities provided by the Contractor****(a) Facilities for the Engineer**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bidded Preliminary and General items until the facility has been provided or restored as the case may be.

**i). Office accommodation**

The Contractor shall provide on the Site One office for the exclusive use of the Engineer. Such office shall comply with and be furnished in accordance with the requirements of subclause 3.2 of SABS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SABS 1200 AB. Such office accommodation shall be provided within the Contractor's site establishment facilities.

**iii). Contract nameboards**

The Contractor shall provide, erect and maintain one contract name board at such positions and locations as are directed by the Engineer, in accordance with the requirements set out in SABS 1200 AB (as amended).

The Contractor shall before order or manufacturing any such contract nameboard, obtain the Engineer's written approval in respect of all names and wording to appear on the contract nameboard.

**iv). Survey equipment and assistants**

- Survey equipment

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod.
- 1 metric levelling staff with protective cover bag.
- 6 ranging rods.
- 1 100 metre Stilon tape measure.
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

- Survey assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SABS 1200 AB, make available to the Engineer, two (2) survey assistants.

vi). All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows 10
- (b) MS-Office business/ Microsoft 365
- (c) Laptop -i7;16GB RAM; 500GB; SSD or 1TB HDD

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer.

At the end of the contract the equipment shall be retained by the Municipality.

vii). Electricity supply for the Engineer

All electricity supply to the Engineer's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

viii). Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

ix). Housing for Engineer's Representative (Example only)

The Engineer will provide housing for the Engineer's Representative. The housing and the relevant services and local authority rates and charges shall be paid by the Contractor on the written instruction of the Engineer, from a Prime Cost Sum included in Section 1200 A of the Schedule of Quantities for this purpose.

The Contractor is entitled to a percentage of the value of each payment to the Engineer to cover his expenses in this regard. (See item PSA 8.6.)

### C3. 4.5 Materials

#### 3.4.5.1 General

All material supplied shall be to SANS, JASWIC and the General Managers applicable specification as amended or where no such specification, to the approval of the Employer's Agent. Specification not contained in the document may be examined by arrangement at the water and sanitation Division. It will be required from each contractor to supply proof of conformation to the relevant SANS specifications of all material envisaged to be used on the contract to the Employer's Agent for his approval

#### 3.4.5.2 Storage

All materials shall be stored in storage areas which shall be agreed by Employer's Agent and shall be fenced with 1, 8 m high chain link fencing and a lockable gate. Pipes shall be stacked off the ground. Pipes shall be covered to prevent deterioration through ultra-violet attack.

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Contractor

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Employer

Witness 1

Witness 2

**C3.4.6 General Matters****1. Consumer Complaints**

Save in respect of the liability arising from clause 21, the contractor's responsibility in respect of no water or poor pressure complaints arising out of the execution of the contract shall be limited to ensuring that an adequate cold-water supply exists to the complainant's property.

**2. Advertisement in the Media and Notifications to consumers**

The Employer's Agent will arrange any media advertisement necessary for warning the public of any shut down of supply necessary, in his opinion, for the proper execution of the works. The contractor must however, give at least 14 (fourteen) days' notice to the Employer's Agent of his requirements in the respect. Specifically, media advertisements will be arranged when the number of consumers affected by a shutdown is such that issuing notices to individual consumers as provided hereunder is impracticable. Planned interruptions of water supply shall only be permitted between 09h00 and 15h00 unless otherwise authorized in writing by the Employer's Agent.

The contractor shall give all consumers affected at least 24 hours' notice in writing of his proposals in regard to every planned interruption of water supply necessary for the execution of his work. Failure to do will result in the suspension of work for a period as determined by the Employer's Agent.

The contractor shall give written notice to all consumers adjacent to the planned route of work to be done. This notice shall be given well in advance of the starting date of construction. The notice will inform the residence that all grass, irrigation and valuable must be removed beforehand.

**3. Use of Explosives**

Explosiveness shall not be used without the written permission of the Employer's Agent.

**C3.4.7 Construction Issues****1. Excavation, backfilling and reinstatement**

Excavation, backfilling and reinstatement shall be carried out in accordance with the project specification and the standard specification for municipal civil Engineer work all excavations shall be performed in terms of the construction Regulation 2014 of the occupational Health and safety Act.

**2. Clearing and Grubbing**

If any paving is to be removed to place the new water pipeline in position the rate for the breaking out and removal of the paving shall be claimed under 8.3.2.1 section 1200D in the schedule of Quantity. No clearing and grubbing will be paid where the new pipelines are to be laid on the sidewalk (area between the road and the erf boundary fence)

It must be noticed that the area between the erf boundary and the road must be clean, with no stones or rocks which can damage any machine used to cut the lawn

**3. Excavations****a) Trenches - General**

Trenches shall be back filled level with adjacent surfaces immediately after completion of pipe laying. Should pipe laying not be complete before is due to cease for the day the Employer's agent shall be entitled to instruct the Contractor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractor's rates for excavation.

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Contractor

Witness 1

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Employer

Witness 1

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Pads shall be fitted to the outriggers of excavating plant to prevent damage to road surface. Damage to any surfaces beyond the trench widths specified shall be repaired at the Contractor's expense.

b) Trenches Across Roads

Even if a trenching machine is used road surfaces shall first be cut with a diamond tipped saw or other approved method. After the trench has been backfilled and compacted the road surface has to be cut again, 200mm from the edge on both sides of the trench.

The length of premix cut shall be measured and paid for under the relevant item on the bill. Section 1200D as provided in the schedule of Quantities. The complete closure of any road shall not be permitted without the written consent of the Employer's Agent.

During the time that the trenches have been backfilled and the time that the Municipality reinstates the road surfaces, the Contractor will be responsible for the maintenance on the road.

The trench will be backfilled above the selected material with G4 material in 150mm layers stabilized with 3% cement, compacted to 95% MOD AASHTO and paid for under relevant item on the bill. Section 1200D as provided in the schedule of Quantities. No haulage will be paid separate but the rate for haulage must be included in 8.2.5 Section 1200LB.

c) Trenches – Paving and driveways act

The last 450mm of backing in the trench will be done with G4 material compacted to 95% MOD AASHTO payment will be in accordance with 8.3.21. Section 1200D, no haulage is payable.

d) Removal of Excavated Material

Excavated material shall not remain on the work site for more than 48 hours

The Contractor's scheduled rates shall cover the cost of complying with this restriction including inter alia the cost of removing off site to temporary and then returning to site, excavated material suitable for use as backfill or bedding No haulage will be paid separately but the rate for haulage must be included in 8.2.5. Section 1200LB.

e) Maintenance of Excavations

Existing mains are in general local at a cover depth from 0,6m to 1,5m and excavation to at least this depth will be required for tie-ins etc.

The contractor shall be solely and entirely responsible for maintaining excavations in a safe condition and this responsibility shall be in no way diminished by any instruction by the Employer's Agent to take additional or improved protected or precautionary measures

It should be noted by Bidders that plastic tape is not regarded as adequate protection around excavations and its use for that purpose shall not be allowed.

Barricades with two (2) horizontal bars will be used. The top bar must be at least 1.2m high. Both bars must be chevron painted-red white. The rate must include full compensation for the moving and maintenance of all barricades for the duration of the contract.

f) CLASSIFICATION FOR EXCAVATION PURPOSES

The Engineer shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**TABLE 1: CLASSIFICATION OF MATERIALS**

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Engineer, the Engineer shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

g) Depth of Exactions

The minimum cover to new mains shall be 1 200mm.

h) Intermediate Material

Hard material will be classified as material where mechanical plant, such as compressors and jack hammers or blasting is required.

#### 4. Testing of Backfill Material

The compacted density of the backfill material shall be in accordance with section 202 of the standard specification.

If the required compacted density cannot be achieved with the excavated material, G4 material will be imported and compacted to the required density for base layers. Payment will be made under 8.3.21. Section 1200D of the Standard Specification and no haulage will be paid separately, but the rate for haulage must be included in 8.2.5. Section 1200LB

The Contractor will be required to submit at least 3 lab tests for compaction, or as required by the Employer's Agent, per block completed and one per road crossing. No payment will be approved if the test has not been included in the rates. No additional payment will be done for the compaction tests.

#### 5. Reinstatement

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The contractor shall take cognisance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the contractor.

#### 6. INSPECTION AT INTERMEDIATE STAGES OF CONSTRUCTION

The contractor shall call for an inspection of the works at the following remediate stages of construction.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C

Reference no: SK8/3/1-20/2021/22

- I) After completion of the trench excavation and of the trench bottom, and before any pipe is laid
- II) After the selected backfill, material has been placed around the pipe; and before the remainder of the trench is backfilled.

Work shall not progress through the specified stages without the approval of the Employer's Agent or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of work for a period as determined by the Employer's Agent.

## 7. EXTENSION OF TIME DUE TO UNPREDICTABLE WEATHER CIRCUMSTANCES

Extension of time will be considered for normal adverse weather conditions but only for abnormal rainfall or saturated conditions and will be calculated in accordance with Sub-Clause 5.12.2.2 method 1 of the special Conditions of Contract.

The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn."

For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.

## 8. PIPE AND MANHOLE TESTS

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. T Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent shall have his own acceptance control tests carried out by the laboratory. The cost of acceptance testing shall be to the account of the client.

## 9. Replacement of Leads

### a) Trenchless Construction

A horizontal boring or auger machine shall be used for the installation of pipes under paved surfaces and road crossing where soil condition permits any plant used for the purpose of demonstrating whether trenchless construction is practical or not shall be in good order. Where soil conditions preclude the use of boring or auger machines under paved surfaces and road crossing. Leads shall be installed by open trenching.

Approval for open trenching must be obtained from the Employer's Agent under these circumstances trenches shall be backfilled immediately after completion of pipe laying should pipe laying not be complete before work is due to cease for the day, the Employer's Agent shall be entitled to instruct the Constructor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractors rates for excavation.

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De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) : Contract C

Reference no: SK8/3/1-20/2021/22

If a trenching machine is used for road crossing. The road shall first be cut with a diamond tipped saw or other approved method, all trenches across the road shall be cut at right angles to the kerb. Damage to the road surface beyond the trench widths specified shall be repaired at the Contractors expense.

The length on premix cut shall be measured and paid for under item providing for in the schedule of quantities (refer to 8.3.2.1 Section 1200d)

#### **C3.4.4 Contractor's Employees**

##### **1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS**

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Sectoral Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001.

The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts.

##### **1.1 Employment contracts**

The Contractor shall enter into an employment contract with every one of his/her employees, including short-term contracts i.e., contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

##### **1.2 Normal working hours**

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follow:

Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

##### **1.3 Minimum wages**

Minimum wages shall be according to the Government Gazetted rates for the Department of Labor. For a full day's work, the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

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**1.4 Short time (excluding short time due to inclement weather)**

If for reasons, which may be ascribed to the employee, e.g., arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

**1.5 Short time resulting from inclement weather**

- i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

**1.6 Vacation leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

**1.7 Family responsibility leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave

**1.8 Maternity leave**

At least four (4) months unpaid leave.

**1.9 Sick leave**

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

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If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

### 1.10 Piece work

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- i. On short period contracts i.e., a contract which states from which date work employment commences and on which day employment terminates, the terms of the employment contract shall apply;
- ii. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project;
- iii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year;
- iv. Four (4) weeks if employee has been employed for more than one year.

## 2. EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION

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 scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

This clause 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.

### 2.1 Terminology

- (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) "Workers" 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;

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- (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.

## 2.2 Terms of Work

- 2.2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

## 2.3 Normal Hours of Work

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 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.

## 2.4 Meal Breaks

- 2.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 2.4.2 An employer and worker may agree on longer meal breaks.
- 2.4.3 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.
- 2.4.4 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.

## 2.5 Special Conditions for Security Guards

- 2.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 2.5.2 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.

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**2.6 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.

**2.7 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").

**2.8 Work on Sundays and Public Holidays**

- 2.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 2.8.2 Work on Sundays is paid at the ordinary rate of pay.
- 2.8.3 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.
- 2.8.4 A time-rated worker who works on 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 of more than four hours on the public holiday.

**2.9 Sick Leave**

- 2.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 2.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- 2.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 2.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 2.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 2.9.6 An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- 2.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 2.9.8 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.
- 2.9.9 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.
- 2.9.10 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

Contractor

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Witness 2

Employer

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Witness 2

## 2.10 Maternity Leave

- 2.10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 2.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 2.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 2.10.4 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.
- 2.10.5 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.
- 2.10.6 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.
- 2.10.7 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.

## 2.11 Family Responsibility Leave

- 2.11.1 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.

## 2.12 Statement of Conditions

- 2.12.1 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

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- 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.
- 2.12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 2.12.3 An employer must supply each worker with a copy of these conditions of employment.

## 2.13 Keeping Records

- 2.13.1 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.
- 2.13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

## 2.14 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 obligations either in contract or in delict.

- 2.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 2.14.2 A task-rated worker will only be paid for tasks that have been completed.
- 2.14.3 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.
- 2.14.4 A time-rated worker will be paid at the end of each month.
- 2.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 2.14.6 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.
- 2.14.7 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.
- 2.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the

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Witness 2

Employer

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Witness 2

envelope and the worker must acknowledge receipt of payment by signing for it.

- 7.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## 2.15 Deductions

- 2.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 2.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 2.15.3 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.
- 2.15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

## 2.16 Health and Safety

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

## 2.17 Compensation for Injuries and Diseases

- 2.17.1 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.
- 2.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 2.17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 2.17.4 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2.18 Termination**

- 2.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 2.18.2 A worker will not receive severance pay on termination.
- 2.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- 2.18.4 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 of the balance for the 24-month period.
- 2.18.5 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.

**2.19 Certificate of Service**

On the termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

**2.20 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**2.21 Provision of Hand tools**

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**2.2 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing

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Contractor

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Witness 1

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- the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
  - (c) Number of persons who have attended training including nature and duration of training provided
  - (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
  - (e) Plant utilization returns
  - (f) Progress report detailing production output compared to the programme of works

### 3. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

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

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

**TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e the contractor's most senior representative that is	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Contractor

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Employer

Witness 1

Witness 2

resident on the site.			
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Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: [Gerard@ceta.co.za](mailto:Gerard@ceta.co.za), tel: 011 265 5900)

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

##### 4.1 Requirements for the Sourcing and Engagement of Labour

- 4.1.1 Unskilled and semi-skilled labour require for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 4.1.2 The rate pay set for the SPWP is R R191.60 per per day.
- 4.1.3 Tasks established by the contractor must such that:
  - (a) the average worker completes 5 tasks per week in 40 hours or less; and
  - (b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 4.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.1.3.
- 4.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - (a) where the head of the household has less than a primary school education;
  - (b) that have less than one full time person earning an income;
  - (c) where subsistence agriculture is the source of income;
  - (d) those who are not in receipt of any social security pension income.
- 4.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is atleast 35% of local labour and in the following proportions:
  - (a) 55 % women;
  - (b) 55 % youth who are between the ages of 18 and 35; and
  - (c) 2 % on persons with disabilities.

##### 4.2 Specific Provisions Pertaining to SANS 1914-5

- 4.2.1 Definitions
 

Targeted labour: Unemployment persons who are employed as local labour on the project.
- 4.2.2 Contract participation goals
  - 4.2.2.1 there is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
  - 4.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

##### 4.2.3 Terms and conditions for the engagement of targeted labour

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

#### 4.2.4 Variations to SANS 1914-5

##### 4.2.4.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

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

### 4.3 Training of Targeted Labour

A suitably capable Training consultant (consultants based within SDM are to be given first preference) is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community-based labour
- ii) Employer Training – community-based contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

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

4.3.2 The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of this contract document.

4.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

4.3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.3.4 above.

Proof of compliance with the requirements of 4.3.2 to 4.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Typical training that will be given by the Training Consultant is:

- i) Community based contractors
  - Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
  - Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
  - Project planning – introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
  - Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

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Contractor

Witness 1

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Employer

Witness 1

Witness 2

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again, the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. Allowance needs to be made for wages, food or travelling during training.

Training of community-based contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community-based contractors.

**5. COMMUNITY LIAISON OFFICER**

**5.1** The successful Bidder shall enter into an agreement with the Ward Councilor/Ward Committee whereby the Ward Councilor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.

**5.2** The CLO shall attend all site and other meetings concerning the project.

**5.3** The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = R 5000.00

**5.4** Only one CLO shall be appointed per project. If the project spans over more than one Ward or villages, the relevant Ward Councilors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

**5.5** Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councilor(s) and the CLO to resolve such difficulties.

**5.6** The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-contract.

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Contractor

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Employer

Witness 1

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- 5.7** Should any of the above conditions be less favorable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favorable condition will apply.

**C3.4.5 Existing services**

The contractor shall protect all existing services

**C3.4.6 Site establishment**

**1. Contractor's Camp site**

The contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense. No trees may be removed and the Contractor must provide his own firewood.

After completion of the contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before the certificate of practical completion shall be issued.

**2. Water Supply**

The Contractor shall make his own arrangement for potable and construction water. It shall be the responsibility of the contractor to apply for a water connection for his site camp. The contractor shall be responsible for payment of all water used. Although there are water reticulation pipes in the village, the water supply is not consistent and water from the Steelpoort river may be used for construction purposes. Water quality shall be verified before use in concrete is allowed.

**3. Power Supply**

The Contractor shall make his own arrangements.

**4. Ablution Facilities**

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Employer's Agent. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the contractor's time-related obligations.

**5. Cellular Telephone**

It is a requirement of the contract that the contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the Employer's Agent's supervisory staff. All the applicable contact details must be made available to the Employer as well as the staff on site. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates billed for time-related charges.

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Contractor

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Employer

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**6. Site Facilities required by the Employer's Agent**

One site office of approximately 30m<sup>2</sup> complete with sufficient lighting and power points.

Two desks, ten chairs, one conference table and two steel filing cabinets.

Three carports for his exclusive use, a net shade cover will suffice.

An ablution unit for his exclusive use.

The Employer's agent does not require housing for personnel or laboratory facilities.

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Contractor

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Witness 2

Employer

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

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**C3.5                    MANAGEMENT**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.5 MANAGEMENT****1. Construction Programme Clause 12 of the General Conditions of Contract**

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Employer's Agent.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the Employer's Agent if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g., earthworks, etc.

Together with the programme as detailed above the contractor shall submit to the Employer's Agent a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Employer's Agent at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 5.6.1 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as provided in Clause 5.7.1 of the General Conditions of Contract.

The approval by the Employer's Agent of any programme shall have no contractual significance other than that the Employer's Agent will be satisfied that the work is carried out according to such

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programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6.2 of the General Conditions of Contract when drawing up his programme.

## 2. Sequence of the works

The sequence of the works will be in the accordance with the approved programme. The works should be programmed to allow for the installation of the pipeline network to suit the budgeted cash flow and construction period.

## 3. Accommodation of traffic

The following contain the Employer's general requirements for accommodating the traffic during construction:

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

Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.

The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval prior to construction.

Sufficient signage shall be provided, erected and relocated as necessary by the contractor to reroute traffic onto the deviations.

## 4. Extension of time on account of abnormal rainfall

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:  
 If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.  
 When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Contractor

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Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor  $(Nw - Nn)$  shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor  $(Rw - Rn)/X$  shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The annual rainfall in the area varies between 500mm and 650mm. A vast amount of land is covered by the savannah veld in the Marea. The Sekhukhune District Municipal area is characterized by flat to gently sloping Bushveld/ Savannah vegetation in the north and central parts, and a mountainous area to the south which forms the border of the Thembisile local municipality. Cultivated areas (permanent and temporary dry and irrigated land) cover less than 15% of the municipality. Urban areas cover 14% of the municipality.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Subclause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly;

provided always that

- (i) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
- (ii) the 28-day period allowed to the Engineer in terms of Subclause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.2.6(a) above; provided always that
- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
  - (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
  - (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
  - (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for  $N_n$  and  $R_n$ .
- (f) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the " $N_n$ " values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.
- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

#### **ALTERNATIVE 2 (Critical path method)**

- (a) A claim for extension of time in respect of delays suffered by the Contractor in consequence of wet climatic conditions will be considered by the Engineer in terms of Clause 42 of the Conditions of Contract and in accordance with provisions set out hereunder.
- (b) For the purposes of extension of time, a delay caused by wet climatic conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 12 of the Conditions of Contract has been brought to a halt.
- (c) Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 38 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Engineer, granted in terms of Subclause 31.1 of the Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**RAINFALL TABLE**

- (d) The Contractor shall make due allowance within his programme submitted in terms of Clause 12 of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of Fifteen (15) normal working days (as defined in Clause 38 of the Conditions of Contract) during the Contract.
- (e) Extension of time, if granted by the Engineer, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in subclause (d) above.
- (f) In determining the revised Due Completion Date of the Contract, the Engineer shall add the equivalent number of normal working days delay determined in accordance with subclause (e) and all intervening normal non-working days to the prevailing Due Completion Date.

**5. Community participation**

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councillor. The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the Employer's Agent.
- Become involved in the daily operations of the contractor or interfere with the contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident Employer's Agent will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

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Contractor

Witness 1

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Witness 1

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

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**C3.6                    PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE  
STANDARD SPECIFICATIONS**

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Witness 1

Witness 2

Employer  
C3.7.1

Witness 1

Witness 2



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**C3.6 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS**

**PSA GENERAL (SANS 1200 A) Interpretations**  
**Definitions**

(a) General

Add the following definitions: -

**"General Conditions:** The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract as applicable.

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

**Measurement and Payment**

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

**"Fixed Charge:** A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract time for completion.

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

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

**PSA 1 MATERIAL (Subclause 3.1)**

**PSA 1.1 QUALITY**

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account. The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof. The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.2

Witness 1

Witness 2

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**PSA 2 PLANT****PSA 2.1 CONTRACTOR'S OFFICES, STORES AND SERVICES (Subclause 4.2)**

Add the following to this subclause:

**PSA 2.1.1 Storage**

The Contractor shall supply sufficient protection for perishable materials to the satisfaction of the Engineer, and all materials shall be used in the order in which it was delivered. Cement older than three months shall be removed from the site and shall not be used in the Works.

**PSA 2.1.2 Restrictions on Employee Accommodation**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place at the disposal of the Contractor an area to enable him to erect his site offices, workshops, stores, and any temporary housing the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local Authority.

**PSA 2.2 CAPACITY OF PLANT AND EQUIPMENT (Clause 4)**

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender.

In addition, he shall have available on the Site adequate standby plant to ensure that operations designed to be executed continuously are not disrupted because of breakdown of any plant provided for such operations.

**PSA 3 CONSTRUCTION****PSA 3.1 DETAILED SETTING OUT (Subclause 5.1.1)**

The Contractor shall be solely responsible for the execution of the works to the correct line and level.

The Contractor shall carefully set out the works, employing a capable surveyor to the lines and levels gleaned from information provided.

The proposed network pipes must be placed 2,0m away from the erf boundaries in the road reserve. The tolerance allowed in setting out shall be 10mm either way.

Work set out by the Contractor shall be checked by the Engineer whereafter any errors be rectified by the Contractor.

The Contractor shall provide at least three days' notice of such a check to the Engineer. The Contractor shall supply any material and labour required for the control survey work by the Engineer including the supply of and placing the necessary pegs, sight rails, etc.

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Contractor	Witness 1	Witness 2	Employer C3.7.3	Witness 1	Witness 2

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Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer, shall be the sole responsibility of the Contractor.

Any assistance, including checking, rendered to the Contractor by the Engineer shall not be held as relieving the Contractor of his responsibility in this respect. Should any portion of these works be constructed incorrectly, the Contractor shall at his own expense rectify the work to the satisfaction of the Engineer.

The Contractor shall be held solely responsible for the protection of all bench marks, reference pegs and level pegs.

The Contractor shall establish at least three benchmarks at selected points.

### **PSA 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS**

#### **(Subclause 5.2)**

Add the following to this subclause:

The Contractor shall ensure that he complies with all the requirements of the authorities concerned with respect to the safety of the works and labourers, including the provision and wearing of protective clothing. Any negligence or non-compliance of any of these requirements shall be viewed in a serious light and shall be sufficient reason for the Engineer to order the immediate suspension of the total extent of the Works.

The Contractor shall provide for artificial lighting for any part of the Works that may be required for the proper execution of the work.

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane. Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

### **PSA 3.3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES (Subclause 5.4)**

Add the following to the subclause:

Before commencing any excavation, the Contractor shall verify the position of all known or suspected obstacles by inspection of the site, examination of drawings or, where necessary by the excavation of trial holes. Any damage caused to existing services and works shall be repaired as expeditiously as possible by the Contractor at his own expense and shall be reported immediately to the Engineer.

Where permanent protective works are ordered by the Engineer, such works shall be valued as a variation. The Engineer will supply the Contractor with such information as may be available concerning obstructions and services, but whilst such information is given in good faith, it shall not relieve the Contractor of any of his liabilities, obligations and risks under the Contract.

The Contractor shall be responsible for any damage to such public services and existing works in the execution of this Contract and shall reimburse the Public Authority or the Owner concerned for any repairs required or compensation for damage awarded.

Any alteration to public services shall be carried out by the Authority concerned.

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The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

The relevant authority and Engineer shall be informed of any damages without delay.

**PSA 3.4 DEALING WITH WATER ON WORKS (Subclause 5.5)**

Add the following to the subclause:

The Contractor shall be responsible for the dewatering of excavations and the full and adequate protection of the works against damage by storm or water from any source whatever. He shall construct all necessary diversion works and drains to deal adequately with and bypass all water and carry out any necessary pumping of water and supply all tarpaulins or other covers which may be required to protect any section of the work during heavy rain or storm together with any other labour work and material which, in the opinion of the Engineer is necessary to keep the work dry and safe at all times.

Full risk and cost of dealing with water shall be borne by the Contractor.

**PSA 3.5 POLLUTION (Subclause 5.6)**

Add the following to the subclause:

The Contractor shall maintain all access roads and the area where the offices, stores and workshops are situated to the satisfaction of the Engineer. It shall be kept damp to limit dust and inconvenience or disturbance to the residents in the neighbourhood of the Works to a minimum.

**PSA 3.6 DEGREE OF ACCURACY (Subclause 6.2)**

Delete this subclause and replace with the following:

The Contractor shall construct each of the various parts of the Works to the degree of accuracy specified in the relevant standardized specification.

**PSA 4 TESTING**

**PSA 4.1 APPROVED LABORATORIES (Subclause 7.2)**

Add the following to this subclause:

No laboratory facilities are required on site. The Contractor shall use an independent laboratory for the necessary tests. Unless otherwise stated in the Bill of Quantities, the cost of all tests shall be for the account of the Contractor and no additional payment will be made for them.

**PSA 5 MEASUREMENT AND PAYMENT (Clause 8)**

**PS A 5.1 Fixed-Charge and Value-Related Items**

**PSA5.1.1 Contractual Requirements..... Unit: Sum**

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.7.5

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contributions to the CEITB. The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

#### PS A 5.1.2 Establishment of Facilities on the Site

##### PS A 5.1.2.1 Facilities for Engineer

- a) Furnished office (No) .....Unit: Sum
- b) Carport.....Unit: Sum
- c) Name-board (No.) .....Unit: Sum
- d) Telephone.....Unit: Sum
- e) Survey Assistant.....Unit: Sum
- f) Survey Equipment.....Unit: Sum

##### PS A 5.1.2.2 Facilities for the Contractor

- (a) Offices and storage sheds ..... Unit: Sum
- b) Workshops ..... Unit: Sum
- c) Laboratories .....Unit: Sum
- d) Living accommodation .....Unit: Sum
- e) Ablution and latrine facilities .....Unit: Sum
- f) Tools and equipment .....Unit: Sum
- g) Water supplies, electric power and communications .....Unit: Sum
- h) Dealing with water ..... Unit: Sum
- i) Access ..... Unit: Sum

##### PSA 5.1.3 Other Fixed-Charge Obligations..... Unit: Sum

This item as listed under Schedule A of the bill of quantities is as specified in the standardised specification SANS 1200 A.

##### PSA 5.1.4 Removal of Site Establishment..... Unit: Sum

The sum shall cover the cost of the demolition on and the removal from the surface of the site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineer

#### PS A 5.2 TIME-RELATED ITEMS

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

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Contractor

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Witness 1

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Witness 2

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Employer  
C3.7.6

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Witness 1

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Witness 2

**Part C3.5: Particular Specifications and variations****Specifications**

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If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

**PS A 5.2.2 SCHEDULED TIME RELATED ITEMS****PS A 5.2.2.1 Facilities for Engineer**

- a) Furnished office (No) .....Unit: Sum  
b) Carport..... Unit: Sum  
c) Name-board ( No.) .....Unit: Sum  
d) Telephone.....Unit Sum  
e) Survey Assistant.....Unit Sum  
f) Survey Equipment.....Unit Sum

**PSA 5.2.2.2 Facilities for Contractor ..... Unit: Sum**

The sum shall cover the Contractor's time related costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB. Establishment of Facilities on the Site Facilities for Engineer

**PS A 5.2.2.2 Facilities for Contractor**

- (a) Offices and storage sheds.....Unit: Month  
b) Workshops ..... Unit: Month  
c) Laboratories ..... Unit: Month  
d) Living accommodation ..... Unit: Month  
e) Ablution and latrine facilities .....Unit: Month  
f) Tools and equipment .....Unit: Month  
g) Water supplies, electric power and communications ..... Unit: Month  
h) Dealing with water ..... Unit: Month  
i) Access ..... Unit: Month

**PSA 5.2.3 Supervision for Duration of Construction..... Unit: Sum**

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff. Plant (designated plant or plant for designated operations or plant for use during Supervision for Duration of Construction).

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

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Employer  
C3.7.7

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Witness 1

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Witness 2

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**PSA 5.2.4 Company and Head Office Overhead Costs for the Duration of the Contract....Unit: Sum**

The sum shall cover the Contractor's company and head office overhead costs.

**PS A 5.3 SUMS STATED PROVISIONALLY BY ENGINEER****PS A 5.3.1 Community Liaison Officer****Unit: P/Sum**

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

**PSA 5.3.2 PSC Meetings Attendance****Unit: P/Sum**

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The Engineer should authorise payment before it is made. Proof of payment has to be submitted to Engineer before claim can be certified.

**PS A 5.3.3 Overheads, charges and profit on (1) above****Unit: %**

Handling cost and profit in respect of sub-item 5.3.1&2. A percentage of the payment made to the Community Liaison Officer and PSC Meeting attendance will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Community Liaison Officer and PSC members. No payment will be made under this item before payment to the Community Liaison Officer and PSC members.

**PS A 5.3.4 Training****Unit: P/Sum**

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer or Engineer.

i. Generic Skills.....Unit:P/Sum

ii. Entrepreneurial skills..... Unit:P/Sum

**PS A 5.3.5 Overheads, charges and profit on (1) above****Unit: %**

Handling cost and profit in respect of sub-item 8.5(b)1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

**PS A B.5.3.6 Occupational, Health and Safety Act.....Unit: Sum**

Handling cost in respect of sub-item 8.3.5. A percentage of the payment made to the Occupational health and safety act will be paid to the Contractor under this section. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Occupational health and safety act.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.8

Witness 1

Witness 2

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**1. Provision for safety officer**

The Contractor should appoint the safety officer who will be full time responsible for all safety issuers on site, and he or she should be full time on site.

The tendered rates include the full compensation for that part of the provision of safety officer in terms of the Occupational Health and Safety Act and the construction regulation which are mainly a function of time. Payment shall be made monthly.

Handling cost in respect of sub-item 8.3.5.2 (a). A percentage of the payment made to the Safety Officer will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Safety Officer.

**PS A B.5.3.7 Contractor's time related obligation in respect of the OH&S Act and Construction regulation**

The tendered lump sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The lump sum will be paid monthly only after payment for item 1.3.3 and item 1.1.5 has been made Payment of the lump sum shall be made monthly (calculated by the division of the lump sum by the number of months remaining).

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Contractor

Witness 1

Witness 2

Employer  
C3.7.9

Witness 1

Witness 2



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**PSAB : ENGINEER'S OFFICE****PSAB 1 MATERIALS****PSAB 1.1 NAMEBOARDS (Subclause 3.1)**

Add the following to the subclause:

Notwithstanding the provisions of Subclause 3.1 of SABS 1200 AB, the standard nameboards complying with the recommendations of the South African Association of Consulting Engineers shall be provided. Details of the nameboard will be available from the Engineers.

**PSAB 1.2 OFFICE BUILDINGS (Subclause 3.2)**

Delete this subclause and replace with the following:

The Contractor shall provide the following furnished offices for the use of the Engineer and the Client. Each office shall consist of one room with the following floor area:

- i) Engineers office : 18 m<sup>2</sup>

The clear height of all offices between floor and ceiling shall be 2,5m minimum. All windows shall be of the type than can be open over the full window area.

Each office shall be weatherproof, shall have a concrete floor and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3m<sup>2</sup>. Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions. The internal furnishings of each office shall include:

- a) one trestle table, 2m long x 1m wide x 0,9m high, with a smooth top;
- b) one table or desk having a top of size at least 1,5m x 0,9m and at least one lockable drawer;
- c) one high stool;
- d) two chairs;
- e) a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers;
- f) shelving of total length 3m and of nominal width 300mm;
- g) an acceptable blind on each window,
- h) a wash-hand basin;
- i) acceptable lighting;
- j) provision for heating in winter and cooling in summer;
- k) one conference type steel table with folding legs of size at least 4,0m x 0,9m.

The Contractor shall also supply a toilet for the exclusive use of the Engineer.

**PSAB 1.2 CAR PORTS (New Subclause 3.2 (k))**

The Contractor shall provide two permanent car ports for the use of the Engineer. The car ports shall be so constructed that the vehicles parked under them will at all times be shaded from direct sunlight. The car ports shall be at least 20m<sup>2</sup> in area and shall have a hard stand of crushed stone.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.7.10

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**PSAB 2 CONSTRUCTION****PSAB 2.1 SURVEY EQUIPMENT (Subclause 5.5)**

Add the following:

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the Works:

1. 1 Tachometer capable of reading 20 seconds of arc;
2. 1 Engineer's level and level staff;
3. 2 Tachometer staffs graduated metrically;
4. 1 Steel tape of length 30m.

The tachometer may be shared by arrangement between the Contractor and the Engineer's Representative, but the remaining instruments shall be provided for the exclusive use of the Engineer's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

**PSAB 2.2 CELLULAR PHONE (New Subclause 4.2)**

The Contractor shall supply the Engineer with a cellular phone for the Engineer's sole use. The Contractor shall be responsible for the supply, maintenance, payment of accounts, etc. of the cellular phone. Ownership of the equipment shall revert to the Contractor at the end of the Contract.

**PSAB 2.3 MEASUREMENT AND PAYMENT OF SURVEY EQUIPMENT**

Provide and maintain survey equipment .....SUM

The rate shall cover the charges for the provision, insurance and maintenance of the equipment.

**PSAB 3 SURVEY ASSISTANTS (Subclause 5.5)**

Add the following:

The Contractor shall make available to the Engineer two suitably trained survey assistants for use on and about the SITE at all reasonable times for the duration of the Contract.

**PSC : SITE CLEARANCE****PSC 1 MATERIALS (Clause 3)****PSC 1.1 DISPOSAL OF MATERIAL (Subclause 3.1)**

Add to this subclause :

Material obtained from clearing and grubbing and from the demolition of structures shall be disposed of in a borrow pit indicated by the Engineer and shall be finished to the satisfaction of the Engineer.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.11

Witness 1

Witness 2

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**PSC 2 CONSTRUCTION (Clause 5)****PSC 2.1 INDIVIDUAL TREES (Subclause 5.2.3.2)**

Add to this subclause:

Should the Contractor remove or damage any tree marked to be preserved, a penalty of R200,00 per tree shall be payable.

**PSC 2.3 EXISTING FENCING**

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Engineer and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

**PS C 3 MEASUREMENTS AND PAYMENT****PS C 3.1 SCHEDULED ITEMS****PS C 3.1.1 Clear and grub (0.8m wide) Unit: m**

The removal of all rocks and boulders on site over 0,15 m<sup>3</sup> will be paid under sub clause D 8.3.2(b). The removal of hard rock other than boulders will be paid under sub clause PS DB 8.3.2(b).

**PSC 3.1.2 Remove and grub large trees and tree stumps of girth**

- a) over 1 m and up to and including 2 m ..... Unit: No  
b) over 2 m and up to and including 3 m ..... Unit: No

The girth of a tree or stump will be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps of girth exceeding 1 m will be measured individually and classified according to site in increments of 1 m as indicated above.

The rate shall cover the cost of clearing and grubbing trees and stumps of all sizes, cutting branches, backfilling holes, and removing, transporting, and disposing of all such trees, stumps, and branches and associated material.

**PSC 3.1.3 Remove and grub all trees and tree stumps regardless of girth ..... Unit: No**

In exceptional circumstances, where construction is carried out through plantations or where the quantity of trees or girth exceeding 1 m renders individual measurement impracticable the project specification may provide that the clearing and grubbing of trees be measured in hectares. If this method of measurement is used the areas to which it is applicable will be defined clearly on the drawings and the reason for adopting the method of measurement will be stated in the project specification. The rate shall cover the cost of all operations specified in .8...2.2.

**PSC 3.1.4 Take down existing fence..... Unit: m**

The rate shall cover the cost of taking down the fences, coiling wire, sorting and stacking all material at sites indicated by the Engineer and the cost of loading, transporting and offloading such material.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**PSDB : EARTHWORKS (Pipe Trenches)**

This specification covers earthworks for trenches for all types and sizes of pipes. It covers excavation, the preparation of a trench bottom, backfilling and the reinstatement of surfaces.

**PSDB 1 MATERIALS (Subclause 3)**

**PSDB 1.1 CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1)**

Delete this subclause and replace with the following:

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All excavation for pipe trenches shall be classified in accordance with the following classification.

**PSDB 1.1.1 Soft excavation**

Soft excavation shall be excavation in all existing fill material as well as excavation in material which can be efficiently removed by any of the following plant.

A bulldozer having a mass, including the mass of the ripper if fitted of 35 ton and having a flywheel power of approximately 220 kW or a back actor having 0,15 kW per millimetre bucket width.

**PSDB 1.1.2 Hard excavation**

Hard excavation shall be excavation in material which cannot be efficiently ripped by plant as described in PSDB 1.1.1. This excavation generally includes material such as formation of weathered rock which can only be removed after blasting or boulders of 0,5 m<sup>3</sup> or larger in volume.

The Contractor shall be at liberty to use any method he wishes to excavate any class of material, but the method of excavation shall, however, not dictate the classification of the excavation.

The Engineer shall decide under which one of the above classes any excavation shall be classified and paid for. In the first instance the classification shall be based on inspection of the material to be excavated and the method of excavation proposed by the Contractor. In the event of disagreement between the Contractor and the Engineer, the Contractor shall, if required, make available such mechanical equipment as specified in order to test the reasonable removability or otherwise of the material. The decision of the Engineer as to the classification shall thereafter be final and binding.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

**PSDB 1.2 FREEHAUL (Subclause 5.6.8)**

Delete this subclause and replace with the following:

The free haul distance within which the Contractor will be required to move material without separate compensation shall be 2,0km. Overhaul will be paid for the moving of material beyond that distance.

---

Contractor

Witness 1

Witness 2

Employer  
C3.7.13

Witness 1

Witness 2

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**PS DB 2 PLANT (Subclause 4.1)****PS DB 2.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment. All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PSDB 3 CONSTRUCTION (Clause 5)****PSDB 3.1 PRECAUTIONS****PS DB 3.1.1 Water in Trenches**

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the contractor must, unless otherwise instructed by the Engineer, remove the pipes from the trench and reinstall it at his own expense.

**PS DB 3.2 EXCAVATION**

Add the following to DB 5.4:

"Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a manner as to ensure the least possible disruption to the public and access to the properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PS DB 3.3 TRENCH BOTTOM**

Substitute "90 %" in the second paragraph of DB 5.5 with "93 % ".

**PS DB 3.3.1 Over Excavation of Trenches**

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Engineer.

**PS DB 3.4 BACKFILLING****PS DB 3.4.1 General**

Backfilling in road reserves must be compacted in 150mm layers up to natural ground level.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.14

Witness 1

Witness 2

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Where prescribed by the Engineer all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

**PS DB 3.4.2 Disposal of Soft Excavation Material**

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

**PS DB 3.5 COMPACTION****PS DB 3.5.1 Areas Subject to Traffic Loads**

Add the following to DB 5.7.2:

All pipe trenches within road crossings, accesses to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 150mm as follows:

Item	% Mod AASHTO	Final Layer Thickness
Approved Backfill	93%	150mm
Main Backfill up to road layers	96%	150mm
Sub-base	97%	150mm
Base	98%	150mm

**PS DB 3.6 REINSTATEMENT OF SURFACE****PS DB 3.6.1 Private Property and Commonage**

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

**PSDB 4 MEASUREMENT AND PAYMENT (Subclause 8)****PSDB 4.1 BASIC PRINCIPLES (Subclause 8.1.1)**

Change the following in this subclause:

The free haul distance will be 2,0km and not 0,5km.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.15

Witness 1

Witness 2

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**PSDB 4.2 CALCULATION OF QUANTITIES (Subclause 8.2.3)**

Change the first sentence of the subclause to read as follows:

Where volumetrically measurement is necessary, the volume will be computed from the difference in level between natural ground level and 100mm below pipe invert level as shown on the drawings.

**PS DB 4.2.1 Shoring**

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Engineer gives written approval before it is installed.

**PSDB 4.2.2 Excavation**

**(a) Excavation in all material for trenches, backfill, compact and dispose of surplus material..... Unit (m)**

Item will be provided for various pipe diameters in steps not greater than those specified in 5.2 and various depths in increments of 1.0 m measured to the bottom of the bedding layer (see Drawing DB 2, DB 3, and DB 4). Where measured volumetrically in terms of 8.1.2 (a), the volume of excavation will be computed in accordance with 8.2.2 and 8.2.3

The rate shall cover the cost of the same operation in heading where the Contractor elects to use such a method of excavation. The volume or length will be measured for payment on the assumption that normal trench excavation has been carried out. The volume or length in the undisturbed prism of material between the top of the tunnel and ground level will be classified as soft excavation in terms of 3.1. No additional payment will be made for such headings and no deductions will be made for reduced excavation quantities.

**(b) Extra-over item (a) above for:**

1. Intermediate excavation ..... Unit: m<sup>3</sup>
2. Hard rock excavation..... Unit: m<sup>3</sup>
3. Hand excavation and backfill where ordered by the engineer..... Unit: m<sup>3</sup>
4. Soil Crete backfilling where directed by the engineer. .... Unit: m<sup>3</sup>

Separate items will not be provided for depth increment, volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the intermediate or hard rock excavation, as the case may be, either to the bottom of the same material or to the bottom of the trench as specified in (a) above, whichever is the lesser (see Drawing DB 5)

The rates shall cover the additional cost of the excavation and hauling of the more difficult material of unsuitable material. The Contractor must obtain written approval for all stages on item (b) (a) 1 to 4.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**c) Excavate and dispose of unsuitable material from trench bottom (provisional... Unit: m<sup>3</sup>**

The volume will be computed from the trench width determined in accordance with 8.2.3 and m<sup>3</sup> the additional depth ordered.

The rate shall cover the cost of the excavation of the additional depth in any material, the disposal of the unsuitable material as specified for soft: excavation in 5.6.3 within free haul distance and the backfilling of the additional depth with suitable material from the side of the trench.

**PSDB 4.2.3 EXCAVATION ANCILLARIES**

**PSDB 4.2.3.1 Make up deficiency in backfill material**

a) from other necessary excavations on site .....Unit: m<sup>3</sup>

b) by importation from-designated borrow pits ..... Unit: m<sup>3</sup>

c) by importation from commercial or off-site sources selected by the Contractor ....Unit: m<sup>3</sup>

Items (b) and (c) above will not be measured for payment unless importation has been ordered in writing. The volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the backfill to the top of the bedding as shown on Drawing DB-1 or the actual depth of backfill used to make up the deficiency or the depth of additional excavation ordered in terms of B.3.2(c), as applicable.

The rate for material from other necessary excavations on site shall cover the cost of selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's method of working, and the disposal of the material that is replaced, all within free-haul distance.

The rate for material from designated borrow pits shall cover the cost of royalties, if applicable, excavation and selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within free-haul distance.

The rate for material from commercial or off-site sources selected by the Contractor shall cover the cost of the acquisition of the material (including royalties, if applicable), the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within free-haul distance (see Subclause 5.2.5.1 of SANS 1200 D or Subclause 5.2.6.1 of SANS 1200 DA, as applicable).

**PS DB 4.2.3.2 Opening up and closing down of designated borrow pit .....Unit: Sum**

This item will only be scheduled when a new borrow pit has to be established or when access to an existing borrow pit has to be established.

With the exception of the cost of the removal and spreading back of the topsoil (if scheduled), the sum shall cover the cost of opening up and of restoring the Site as specified in Subclause 5.2.2.2 of SANS 1200 D or Subclause 5.2.2(f) of SANS 1200 DA, as applicable.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.17

Witness 1

Witness 2



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### PS DB 4.2.5 Existing Services

Existing Services-that Intersect or Adjoin a Pipe Trench (see Sub-clauses 5.1.2 and 8.3.8 of SANS 1200 D or Sub-clauses 5.1.3 and 8.3.5 of SANS 1200 DA, as applicable.) (See Subclauses 5.1.2 as applicable.)

(i) Services that intersect a trench (angles between centre-lines in plan of  $45^{\circ}$  to  $90^{\circ}$ )..unit (No)

Except where water pipes are to be recovered, existing water pipes, sewers, stormwater pipes, concrete-lined channels and drains, box culverts, electric cables, ducts, kerbs, channels, erf connections and various sizes of pipes and services that intersect a trench of specified width and require various degrees of care, whether or not their presence is known before they are uncovered, will be measured separately. The unit refers to one service, but services that are so grouped that they can be contained within a horizontal dimension of 200 mm measured at right angles to the axis of the services will be measured as one unit.

(b) Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than  $45^{\circ}$ ) ..... Unit No)

In a case where a trench of specified width

1 runs parallel to or at an angle (in plan) of less than  $45^{\circ}$  to an existing service, and is such that the nearer side of the bottom of the trench lies at least partly between a vertical plane and a plane that lies at an angle of  $45^{\circ}$  below the horizontal, both planes passing through the axis of the service, the length of service within the minimum base width of the trench, determined in accordance with 5.2, will be measured for payment under this item and the remaining length, the side of the trench which, in the opinion of the Engineer, is rendered liable to collapse because of the existence of such service, will be measured for shoring (see 8.3.4(a)).

The rate for an item scheduled in terms of (a) and (b) above shall cover the additional cost of

- i) care in excavation necessitated by the presence of such service in or across the trench;
- ii) protecting and maintaining such service in operation by means of temporary supports or shoring, as necessary;
- iii) delays and disruption of the progress of the work due to the existence of the service<sup>1</sup> and
- iv) repairs necessitated by damage caused by the Contractor.

### PS DB 4.2.6 Finishing

#### PS DB 4.2.6.1 Reinstate Road surfaces complete with all courses Unit: m2

Replace DB 8.3.6.1 with the following:

a) Gravel.....  
Unit: m2

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer  
C3.7.18

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2

## **PSL MEDIUM PRESSURE PIPELINES**

This specification covers the supply and installation of pipelines of diameter up to 1 000 mm, Complete with ancillary works, for transporting water and sewage under working pressures of up to 2.5 MPa.

### **PSL 1 MATERIALS**

#### **PSL 1.1 GENERAL**

Replace the first sentence of L 3.1 with the following:

HDPE pipes, where relevant, will be used in the water pipelines.

Pipes and fittings shall be of the types specified in the schedule or in the project specification and, unless otherwise required in terms of the project specification, they and their couplings shall be capable of withstanding the applicable test pressure specified in 7.3.1. All pipes and fittings shall be supplied complete with couplings and jointing material.

Satisfactory temporary end covers shall be provided for the protection of threads, flanges, and prepared ends of plain-ended pipes and fittings, and to prevent damage to internal lining during transportation and during handling on Site.

Pipeline materials shall be so transported, stored, and handled that pipe are not overstressed at any time and fittings are not damaged in any way. HDPE pipes to be stored under shade for the period between delivery to site and pipe laying and backfilling. All thin-walled, flexible, and soft-coated pipes shall be handled with particular care and shall be so stored that they are not subject to concentrated pressure from stones or other objects. Pipes damaged or cracked in any way shall be removed from the Site.

#### **PS L 1.2 STEEL PIPES, FITTINGS AND SPECIALS**

##### **PS L 1.2.3 Pipes of Nominal Bore over 150mm**

*ADD THE FOLLOWING PARAGRAPHS:*

“All mild steel pipes and fittings other than screwed and socketed pipes, shall comply with the requirements of SABS 719 grade A. Specials shall be manufactured from straight pipes in accordance with the relevant requirements of BS534. All welding in pipes and specials shall be electric fusion welding.

Before leaving the factory, all mild steel pipes and fittings shall be protected against corrosion in accordance with the relevant Particular Specification.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.7.19

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Plain ends of pipes and fittings shall be covered and protected against damage while being transported from the factory to the Site.

The Contractor is responsible for preparing detailed dimensioned pipe schedules for the approval of the Engineer prior to the start of fabrication of the pipes, fittings and specials.

The Engineer will supply a general arrangement drawing of each pipeline showing its start and end points as well as its horizontal and vertical alignment together with positions of valves and other specials

The Contractor will be responsible for detailing each individual pipe and pipe special. Site welding shall not be permitted due to its deleterious effect on linings and coatings. All pipes and specials shall be eminently suitable for receiving internal linings as specified.

Welding and visual examination of mild steel piping shall be carried out in accordance with BS 4871 Part 1, BS 2633 or BS 2571 as appropriate. Dye penetration examination shall be undertaken on not less than 10 % of all welds.

#### **PS L 1.2.4 Fittings and Specials**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

“All pipe specials shall be accurately made to the sizes and dimensions specified or given on the drawings and/or Schedule.

Unless otherwise specified, segmented steel bends shall be made with a radius equal to 2.0 times the pipe diameter. If details of segmented bends are not provided, the bends shall have one mitre weld each, up to and including a deflection angle of 22.5° and two mitre welds each up to and including 45°, and three mitre welds each up to and including 90°.

All other fittings and specials (excluding pipe bends) to be in accordance with SABS 719 unless otherwise indicated on the drawing.

The vertical axis of all fabricated steel items shall be accurately identified by using paint marks on the pipe ends.”

#### **PS L 1.2.5 Welding Operators and Procedures**

ADDITIONAL CLAUSE AFTER 3.4.4:

##### **PS L 1.2.5.1 Competence of Workmen**

“The Contractor shall employ only competent and coded welders and shall submit certificates proving the competence of welders. The Engineer will ask for additional competence tests if and when required.”

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.7.20

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**PS L 1.2.5.2 Welding Procedure**

Welding is to conform to the latest edition of API 1104 and BS 4515 field welding of carbon steel pipelines.

Before the start of any welding work under this Contract, the Contractor shall submit his proposed welding procedures of the various types of welds to the Engineer for approval. The Engineer may require procedures to be qualified by destructive testing.

Once the welding procedures have been approved, no modifications will be allowed without the consent of the Engineer in writing.

No welding shall be done until the welding procedures and welders have been properly qualified in accordance with the procedure and performance qualification test requirements of SABS 044. Exception may be allowed if the fabricator can submit records of such tests which have been made by an independent inspection authority.

**PS L 1.3 JOINTING MATERIALS****PS L 1.3.1 Flanges and Accessories**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

“The requirements of SANS 1123 are applicable.

All flanges for pipes of nominal bore up to 150mm shall be full face slip-on flanges made of ASTMA 105 grade 1 steel to ANSI B16.5.

All flanges for pipes of nominal bore exceeding 150mm shall be full face flanges made of grade 43 steel to BS 4360 (or equal). Bolts shall be made from grade B steel to ASTM A307.

Stainless steel bolts are to be used for all stainless-steel flanges. Wall or puddle flanges shall be made of flat iron, 75mm X 8mm thick, welded to pipe specials on both sides of the flange. Where stainless steel flanges are to be bolted to mild steel flanges, isolating bushes and washers are to be used to electrically isolate two connected pipe sections. Gaskets used shall have adequate isolating capacity in terms of cathodic protection requirements.

Flange drilling to conform to SANS 1123/2001 (Table as indicated on the Drawings). It is the Contractor's responsibility to ensure that the flange sizes and drilling match.

Material for gaskets on flanged joints shall comply with the requirements of BS 4865 and be cut to the full width of the flange. The material shall be selected to accommodate the maximum conditions of temperature, pressure, and to be compatible with the material conveyed.”

**PS L 1.3.2 Loose Flanges**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

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Contractor

Witness 1

Witness 2

Employer  
C3.7.21

Witness 1

Witness 2

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“Slip-on flanges, when required, shall be welded inside and outside. There shall be a distance from the face of the flange to the pipe end equal to the pipe wall thickness plus 3mm. The seal weld shall be applied so that the flange face shall be free of weld spatter and does not require re-facing. Unless otherwise indicated, the flange bolt holes shall be orientated to straddle the vertical centreline in the case of vertical flange face. For horizontal flange face, bolt holes shall straddle the north-south centrelines.”

### PS L 1.3.3 Bolts, Nuts and Fasteners

ADD THE FOLLOWING NEW SUB-CLAUSE:

“Bolts, nuts and other fasteners for the assembly and installation of fabricated components and standard flanges other than anchor bolts shall be hexagon head type complying with the requirements of SABS 135 with ISO threads of the coarse pitch series. Except where high tensile fasteners are required the material shall be of equal or better corrosion or coating than the items being fastened.

Washers of the same or compatible material as the bolts shall be provided at each nut. The use of multiple washers will not be accepted. Spring washers together with flat washers shall be fitted to all nuts subject to vibration. Bolts shall project not less than 3mm and not more than 8mm from the head of the nuts after tightening. Projections on individual and common flange sets shall be identical.

Bolts, nuts and washes shall be hot dip galvanised as a minimum level of corrosion protection unless stainless steel is specified. Plated nuts, bolts and washers shall not be used on the permanent Contract Works.

High tensile bolts shall only be used when it is essential and shall be coated to a system approved by the Engineer.”

### PS L 1.3.4 Couplings

ADD THE FOLLOWING NEW SUB-CLAUSE:

“General purpose flexible couplings for M.S. and 3CR12 pipelines shall be “Viking Johnson” or similar type as approved by the Engineer and manufactured from the same material as the pipes to be coupled. Nuts and bolts shall comply with Sub-clause PSL 3.8.8.

All buried couplings shall be completely wrapped in “Denso” or equal approved mastic impregnated tape after installation and testing.

All exposed couplings shall be coated to the same specification as the pipeline in which they are used.”

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Contractor

Witness 1

Witness 2

Employer  
C3.7.22

Witness 1

Witness 2

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**PSL 1.4 CORROSION PROTECTION****PSL 1.4.1 Protection of Steel Pipes and Accessories**

All the pipe items of steel with diameters from 100mm and more must, unless otherwise specified be provided of three coats of epoxy paint (KSIR 88 or similar) to provide a final film of 300-micron dried thickness. Application must be according to the suppliers' prescription and must be on the inside and outside. Steel pipe items with diameters smaller than 100mm must be protected using galvanising or epoxy paint.

**PSL 1.5 VALVES (Subclause 3.10)**

Delete this clause and replace with the following:

Valves shall comply with the requirements of SABS 664. All valves shall be tested hydraulically to the specified pressure. During testing the valves shall meet two conditions: firstly, with the pressure applied with the valve completely open and thereafter to either side of the gate with the valve completely closed.

All valves shall be coated with a protective layer of paint or solution applied in an approved manner. All valves shall close in an anticlockwise direction when viewed from above on the spindle. All cap tops supplied on the range of valves, shall be of the same size in order that ne size valve key may be used.

**PSL 2 CONSTRUCTION****PSL 2.1 LAYING****PSL 2.1.1 General**

Where connecting to the existing pipeline the position of the existing pipeline must be established by excavating test holes (hand excavation) before any trench excavation to the planned connection point is undertaken. The Contractor will not be compensated for excavation and any other work that is executed and proves to be unnecessary because this specification was not followed.

**PSL 2.1.2 Depth and Covering (Subclause 5.1.4)**

Delete this clause and replace with the following:

Except where permitted in PSL 2.1.2 hereafter, water pipes shall be positioned in such a way as to maintain a minimum cover of 1 000mm from the finished surface to the top of the pipe.

Where stormwater pipes and/or sewer pipes cross the water pipe, the minimum free distance between the outside of any of the pipes and the outside of the coupling of the water pipe shall be

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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150mm. Should, at the specified minimum cover, the free distance be less than 150mm, the water pipe will be lowered to the required level ensuring the free distance for a minimum distance of 1,0m, either side of the centre line of the stormwater- or sewer pipe, beyond which the pipe will be sloped back to the required level according to PSL 2.1.1 as detailed in subclause 5.1.4.2 of SABS 1200 L.

## **PS L 2.2 JOINTING METHODS**

### **PS L 2.2.1 Flanges (Steel Pipelines)**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

Pipes shall not be aligned and levelled such that the pipes, specials and valves strain the flexible couplings. All precautions shall be taken to ensure watertightness for every type of coupling.

Where specified, pipes on both sides of flexible couplings shall be anchored across the coupling with tie rods or straps to prevent them pulling out.

## **PSL 2.2 CONNECTION AT EXISTING PIPES**

Add the following to this clause as subclause 5.11:

All the consumers concerned as well as the Engineer and the Statutory Authority shall be notified in writing at least one week before the existing water supply is interrupted. Arrangements for the interruption of the water supply shall be made in advance with the Statutory Authority and the Contractor shall not be entitled to lodge any claims as a result of problems caused by non-compliance. Under no circumstances shall employees of the Contractor be allowed to interrupt the water supply at any time.

All activities during the interruption of the water supply shall be planned and co-ordinated beforehand and all the preparations possible shall be completed before the interruption to minimise the inconvenience to the consumers. The Engineer has the authority to stop or postpone the interruption and the Contractor will not be entitled to any claims in this regard, should the Engineer be of the opinion that the interruption was prolonged more than necessary as a result of bad planning by the Contractor.

## **PS L 2.3 SETTING OF VALVES, SPECIALS AND FITTINGS**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

Valves shall be jointed such as to remain operative when the downstream pipe is removed.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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All valves shall be placed as and where indicated on the drawing.

#### **PSL 2.4 CONCRETE ENCASING**

Replace the first sentence of L 5.4 with the following:

Concrete encasing with concrete with strength of 20 MPa/19mm, must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the concrete encasing. The length of concrete encasing will be determined by means of site instructions from the Engineer.

##### **PSL 2.4.1 Soil Crete Encasing**

Add the following:

A mixture of Portland cement and gravel of base quality that is mixed in a ratio of 1:10 must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the soilcrete encasing. The length of soilcrete encasing will be determined by means of a site instruction from the Engineer.

#### **PSL 2.5 VALVE CHAMBERS**

##### **PSL 5.6.1 General**

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve chambers, which are bound into the document, shall supersede the corresponding drawings in the standard specification.

Valve chambers, to the relevant specified sizes and specifications, shall be installed at all the new positions as indicated on the detailed drawings.

#### **PSL 2.7 CLEANING OF PIPE**

Sub clauses (a), (b) and (c) must be adhered to.

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C3.7.25



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**PSL 2.8 PIPE MARKERS**

Pipe markers shall be installed at 50m intervals on the pipeline route, at all the newly installed isolation and scour valves as indicated on the detailed drawings as well as at all positions where the pipeline route deviates from the horizontal.

**PSL 3 TESTING (Clause 7)****PS L 3.1 GENERAL**

*ADD THE FOLLOWING SUB-CLAUSES:*

**PS L 3.1.1 Inspection (Additional Clause 7.1.1 under 7.1)**

The Contractor shall be responsible for supplying pipes and specials which comply with the specification in every way and he shall arrange for such inspection of his own work as well as work done by others as may be necessary to ensure this.

All welded steel items shall receive a 100% visual inspection of all welds after they have been cleaned and all visible defects shall be rectified.

The Employer reserves the right to appoint suitable qualified inspectors to inspect all stages of the manufacturing process in the Contractor's workshop and in those of his suppliers, on either a part time or a full-time basis. The Contractor shall have no claim for moderate inconvenience due to the inspection procedure.

**PS L 3.1.2 Standard of Acceptance (Additional Clause 7.1.2 under 7.1)**

The Standard of acceptance of welding shall be laid down in API 1104: Standard for welding pipe lines and related facilities, for API 5L line pipe.

**PS L 3.1.3 Marking (Additional Clause 7.1.3 under 7.1)**

All individual pipe fittings and pipe specials shall be clearly marked with the appropriate reference numbers for identifying purposes. Reference numbers shall be legibly painted and also stamped on the one end of each pipework item.

The position of a weld test shall be clearly recorded and related to a pipe number.

**PS L 3.2 INITIAL TESTS ON WELDING STEEL PIPES****PS L 3.2.1 Dye-Penetrant Test**

*ADD THE FOLLOWING TO THIS SUB-CLAUSE:*

The Contractor shall perform non-destructive testing on complete welds being not less than 10% of the total welding performed, in addition to every weld for steel specials.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.7.26

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**PS L 3.2.4 Paraffin Test (Additional Clause after 7.2.2)**

All fabricated steel bends, fittings and specials which cannot readily be pressured tested in the works shall receive a paraffin test on all welds to ensure that they are completely watertight. Alternatively, other liquid penetrants may be used.

**PS L 3.2.5 Destructive Tests (Additional Clause after 7.2.2)**

The Engineer receives the right to call on the Contractor to perform destructive tests such as transverse tensile, root bend and flatter tests on test specimens cut from the pipes.

Separate payment will be made for such tests if they are called for, but the Contractor shall accept that the cutting out of a specimen and its testing may cause a moderate disruption of his work.

**PSL 3.3 STANDARD HYDRAULIC PIPE TEST (Subclause 7.3.1)**
**PSL 3.3.1 Test pressure and time of test**

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

**PSL 4 MEASUREMENT AND PAYMENT (Clause 8)**
**PSL 4.1 SCHEDULED ITEMS**
**PSL 4.1.1 Supply, Lay and Bed Pipes complete with couplings .....Unit: m**
**PSL 4.1.1.1 HDPE Class 16 pipes**

The pipes should be the type with a spigot at one end and a socket with tying rubber at the other. All pipes to have the class and diameter clearly marked, in addition to Manufacturer's details.

**PSL 4.2.1.2 Steel Pipes**

The pipes should be threaded at both ends and supplied fitted with one threaded socket. The pipes will thus be jointed using threaded sockets except on advice of Engineer or where drawings details indicate otherwise.

**PSL 4.2.2 Extra-over 8.2.1 for the Supplying, Laying, and Bedding of Specials Complete with Couplings.....Unit: No**

These shall be measured and paid for per installation, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings.

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 Contractor

 Witness 1

 Witness 2

 Employer  
C3.7.27

 Witness 1

 Witness 2

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**PSL 4.2.2.1 Extra-over 8.2.1.1 for the Supplying, Laying, and Bedding of Specials Complete with Couplings for Steel pipes and adaptors to HDPE**

Bends, Tees and Reducers shall be steel, be flanged and drilled to Table 16 at all ends. End caps to be flanged at the open end. Bends to be long radius. Steel - HDPE Adaptors to be flanged at end linking to the steel pipe and spigot ended at end linking the HDPE pipe. The spigot end to match the diameter of PVC piping. Separate flanges to be drilled to Table 16 with threading to match the steel pipe threading.

**PSL 4.2.2.2 Extra-over 8.2.1.2 for the Supplying, Laying, and Bedding of Specials Complete with Couplings for HDPE pipes**

All bends, reducers, tees, end caps etc for HDPE sections to be HDPE, unless indicated on the drawings. All bends to be long radius with one end socketed and the other spigot end. The rest of the fittings/ specials to be socketed at all ends, unless the drawings or Engineer suggests otherwise.

**PSL 4.2.3 Extra-over 8.2.1 for the Supply, Fixing and Bedding of Valves .....Unit: No**

Add the following to L 8.2.3:

Valves are measured and paid for per installation, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings.

**PSL4.2.4 Cut into and Connect to Existing Mains.....Unit: No**

The number of each type and diameter of pipe cut into small measure the cutting into existing mains.

The Tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

**PSLB BEDDING (Pipes)**

Add the following to LB 1.1:

This specification also covers the bedding required for sleeve pipes.

**PSLB 1 MATERIALS (Clause 3)**

**PS LB 1.1 SELECTED GRANULAR MATERIAL**

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13, 2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Only if approved by the Engineer may sand from the trench excavations be used as selected material

#### PS LB 1.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

#### PS LB 1.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as flexible pipes and shall have a bedding of selected granular material and selected fill material.

#### PS LB 1.4 SELECTION

##### PS LB 1.4.1 Suitable Material from Trench Excavation Available

Replace the first sentence of LB 3.4.1 with the following:

Notwithstanding the requirements DB 3.7 and LB 3.4.1 relating selected excavation methods, the Contractor must follow selected excavation methods and provide or use plant that will prevent material that is suitable and necessary for bedding being contaminated.

##### PSLB 1.5 SUITABLE MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATIONS (Subclause 3.4.2)

Change the free haul distance in this subclause from 0,5 km to 2,0 km.

#### PSLB 2 MEASUREMENT AND PAYMENT

##### PSLB 2.1 FREEHAUL (Subclause 8.1.6)

#### PS LB 2.2 PRINCIPLES

##### PS LB 2.2.1 Provision of Bedding from Trench Excavation

- a) Selected granular material .....Unit: m<sup>3</sup>  
b) Selected fill material ..... Unit: m

The rates shall cover the cost of acquiring, from within 0,5 km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material within a free haul distance of 0,5 km.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.29

Witness 1

Witness 2

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In terms of the standardized specifications covering pipelines, the rate for the supply and laying of pipelines covers the cost of handling bedding material from alongside the trench and placing it under and around the pipeline

#### PSLB 2.2.2 Supply only of Bedding by Importation

From other necessary excavations

- a) Selected granular material .....Unit: m
- b) Selected fill material ..... Unit: m

#### PSLB 2.2.3 From commercial sources

- a) Selected granular material ..... Unit: m
- b) Selected fill material ..... Unit: m

The rate shall cover the cost of acquiring, regardless of distance, the required bedding from commercial sources (see Subclause 8.3.4 of SANS 1200 D or Subclause 8.3.4 of SANS 1200 DA, as relevant), of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of material displaced by such importation, within a free haul distance of 0,5 km.

#### PSLB 2.2.4 Encasing of Pipes in Concrete ..... Unit:

Separate items will be scheduled for each size of pipe and for each grade of concrete specified.

The volume will be computed from the dimensions of the concrete as given on the drawing.

The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavation, the cost of encasing the pipe in concrete including the cost of formwork (if any), etc., and the cost of formwork to form flexible joints at 4 m centres.

#### PS LB 2.2.5 Overhaul of material for Bedding cradle and selected fill blanket Unit: m<sup>3</sup>.km

Substitute LB 8.2.5 with the following:

- a) Limited overhaul (0,5 km to 1,0 km) ..... Unit: m<sup>3</sup>
- b) Long overhaul ..... Unit: m<sup>3</sup>.km

Except that the volume is calculated according to LB 8.1.3, the requirements of D 8.3.6 or DA 8.3.3, as applicable, shall apply for overhaul.

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Contractor

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Witness 1

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Witness 2

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Employer  
C3.7.30

\_\_\_\_\_  
Witness 1

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Witness 2

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**SANS 1200 GA: CONCRETE (SMALL WORKS)**

This specification covers the requirements for concrete (plain and reinforced) for small works associated with pipelines, roads, railways, pump stations, etc. It covers the basic materials, the plant and formwork required, the quality, manufacture, and curing of concrete, tolerances in workmanship, testing, and the methods by which the finished structure is to be measured for the purposes of payment

**PSGA 1 MATERIAL****PSGA 1.1.1 Applicable Specifications**

Add the following to G 3.2.1:

Portland cement that conforms to SANS 471

**PSGA 1.1.2 Storage of Cement**

Add the following to G 3.2.2:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

**PSGA 2 PLANT****PSGA 2.1 Formwork****PSGA 2.1.1 Ties**

Add the following to G 4.4.3:

No ties will be allowed in vertical walls and permanent metal ties shall have a minimum concrete cover of 40 mm. Tie holes shall be filled with an approved non-shrink epoxy grout.

**PSGA 3 CONSTRUCTION****PSGA 3.1 REINFORCEMENT****PSGA 3.1.2 Cover**

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall be not less than 40 mm.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.31

Witness 1

Witness 2

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**PSGA 3.3 FORMWORK****PSGA 3.3.1 Classification of Finishes**

Add the following to G 5.2.1:

The following surface conditions are required in the various portions of the finished concrete:

(a) Rough

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

(b) Smooth

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed edges unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

**PSGA 3.4 CONCRETE****PSGA 3.4.1 Quality****PSGA 5.4.1.2 Consistency**

Add the following to sub clause G 5.5.1.2(a):

The slump of concrete used in water retaining structures may not be less than 30mm and not more than 60mm.

**PSGA 3.4.1.2 Strength concrete**

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

- |   |              |
|---|--------------|
| (a) Blinding layers and encasing of pipes | 15 MPa/19 mm |
| (b) Benching                              | 25 MPa/19 mm |
| (c) Screeds                               | 25 MPa/10 mm |
| (d) Reinforced concrete                   | 35 MPa/19 mm |

**PSGA 3.4.1.3 Durability**

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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**PSGA 3.4.2 Concrete Surfaces**

Add the following to GA 5.4.8.1:

Concrete surfaces under screeds, granolithic finishes or benching shall be brought up to a plane, uniform surface with a suitable screed board.

**PSGA 3.4.3 Construction Joints**

The use of construction joints must be minimised and may only be placed as shown on the drawings or at positions as approved by the Engineer. At all construction joints in walls a PVC water stop without a centre bulb must be placed as shown on the drawings. Alternative materials with similar properties may be proposed but may only be installed after approval of the Engineer.

**PSGA 3.4.4 Wood-floated finish**

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

**PSGA 3.4.5 Steel-floated finish**

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

**PSGA 4 Measurements and Payment (Clause 8)****PSGA 8.1.1 Formwork**

Formwork, other than formwork covered by 8.1.1.2 and 8.1.4, will be measured as the net area of the face of the concrete to be supported during the deposition of concrete. No deduction will be made for fillets and splays of size up to 50 mm x 50 mm or for openings of diameter up to 0,7 m or of area up to 0.5 m<sup>2</sup>.

Formwork in continuous lengths of narrow widths and of fillets or splays over 20 mm x 20 mm will be measured by length, the width or range of widths being stated in the schedule. Boxing-out, the forming of holes, and other such operations will be measured by number, basic dimensions, perimeters, or drawing references, as stated in the schedule.

The unit rate shall cover the cost of all parts of formwork in contact with the concrete, and the necessary bearers, struts, and other supports, plus the labour and plant necessary to erect and strike such formwork.

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Contractor

Witness 1

Witness 2

Employer  
C3.7.33

Witness 1

Witness 2



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**PSGA 8.1.2 Reinforcement**

Steel for normal reinforced concrete will be measured net by mass of all bars, including supporting steel detailed on the reinforcing schedules. The mass will be computed from the nominal bar size and nominal mass per unit length. No allowance will be made for cutting, waste, spacer devices (materials other than steel bars), or binding wire.

Steel reinforcement for precast concrete units will not be measured unless so scheduled (see 8.6). Welded mesh will be measured by area as shown on the drawings, no allowance being made for cutting, waste, laps, or deductions for end cover. The areas measured will be those of the concrete floor or slab being reinforced by means of mesh. In the case of continuous unit partly reinforced by mesh, the area will be computed from the outside dimensions of the area covered by mesh regardless of whether or not additional reinforcing steel is present in the same area. Steel off cuts resulting from the cutting and bending of reinforcement in accordance with the bending schedules shall be deemed to be the property of the Contractor.

**PSGA 8.1.3 Concrete**

a) Concrete will be measured net to the dimensions shown on the drawings or to the dimensions cast, whichever are the smaller. Structural elements that are undersized will be measured for payment only if they are accepted by the Engineer

b) No allowance will be made for concrete required to make up overbreak in soft excavation, but payment will be made for additional concrete or formwork, or both, ordered in writing by the Engineer to replace unsuitable material or overbreak in hard rock or in intermediate excavation.

The unit rates shall cover the cost of the provision of concrete (made with ordinary Portland cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking of for levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

**PSE.11. MANUALS**

PSE.11.1 Three complete sets of maintenance and operator manuals shall be supplied at first handover.

PSE.11.2 The manual shall include at least the following for all the equipment:

- Sales pamphlets
- Full technical information
- Connection diagrams
- As built drawings
- Calibration and commissioning information.

**PSE.12. DRAWINGS**

PSE.12.1 Workshop drawings shall be submitted to the engineer for approval before any manufacturing commences.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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**PARTICULAR SPECIFICATIONS****PSE.13. QUALITY OF MATERIAL**

**PSE.13.1 Only new material and equipment of the highest quality will be accepted.**

**C3.4.1.2 Particular Specifications**

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

**PC TRIMMING OF SITE****PC1 SCOPE**

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

**PC2 REQUIREMENTS**

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

Under no circumstances shall the Contractor use machines for trimming.

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

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

**PC3 MEASUREMENT AND PAYMENT**

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

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Contractor

Witness 1

Witness 2

Employer  
C3.7.35

Witness 1

Witness 2

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**PD MAINTENANCE****PD1 MAINTENANCE DURING CONSTRUCTION**

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

**PD2 MAINTENANCE OF COMPLETED WORK****Periods of Maintenance**

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 5.3 of the General Conditions of Contract.

**PD2.1 Work during Period of Maintenance**

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

**PD3 MEASUREMENT AND PAYMENT**

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**PE CONTINGENCIES****PE1 CONTINGENCIES**

An amount to be spent in part or in whole at the complete discretion of the Engineer. This amount shall not form part of the 15% as is defined in Clause 50 of the General Conditions of Contract.

**PLI: Particular Specification for Generic Labour-intensive Specification****PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION****B 1231 LABOUR BASED CONSTRUCTION METHODS**

Bidders must take into consideration that the following works may only be constructed using labour-based construction methods:

- a) Excavation to expose existing services.
- b) Preparation of bedding material for water pipes.

Where Bidders propose to use additional labour-based methods, the methods must be stated as well as the activities. It will reflect positively on the Bidder's bid if he should use more labour-based methods.

**PLI 1 Scope**

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

- (a) trenches having a depth of less than 1,5 metres

**PLI 2 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.

**PLI 3 Hand excavatable material**

Hand excavatable material is material:

**(a) Granular materials:**

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

**(b) Cohesive materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

- (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 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 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.

**PLI 4 Trench excavation**

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

**PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)**

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

Contractor

Witness 1

Witness 2

Employer  
C3.7.38

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C  
Reference no: SK8/3/1-20/2021/22

---

(a) to 90% Proctor density;

(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 10 mm 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.

**PLI 6 Excavation**

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

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

**PLI 7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**PLI 8 Shaping**

All shaping shall be undertaken by hand.

**PLI 9 Loading**

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

**PLI 10 Haul**

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

**PLI 11 Offloading**

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

**PLI 12 Spreading**

All material shall be spread by hand.

**PLI 13 Compaction**

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

**PLI 16 Manufactured elements**

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

**SCHEDULES OF QUANTITIES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

De-Hoop/Malekana (Fetakgomo-Tubatse Local Municipality) - Reticulation (Mpana, Ratau And Maepa) :  
Contract C  
Reference no: SK8/3/1-20/2021/22

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**Note:** *Labour-intensive works must be highlighted in the schedules/bills of quantities for the payment items relating to labour-intensive works.*

**The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules/bills of quantities in the contract with the contractor:**

- 1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Training allowance paid to targeted labour in terms of formal training

Extra over for the administration of payment of training allowances to targeted labour

Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site.  
(Provisional sum)

Person days

Person days

Sum  
(insert quantity)

(as above)

(insert provisional sum)

(insert specified day rate)

---

Contractor

Witness 1

Witness 2

Employer  
C3.7.40

Witness 1

Witness 2

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**DE-HOOP/MALEKANA (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY) -RETICULATION (MPANA, RATAU AND MAEPA) CONTRACT C**

**C4 Site Information**

**C4.1 LOCALITY PLAN**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

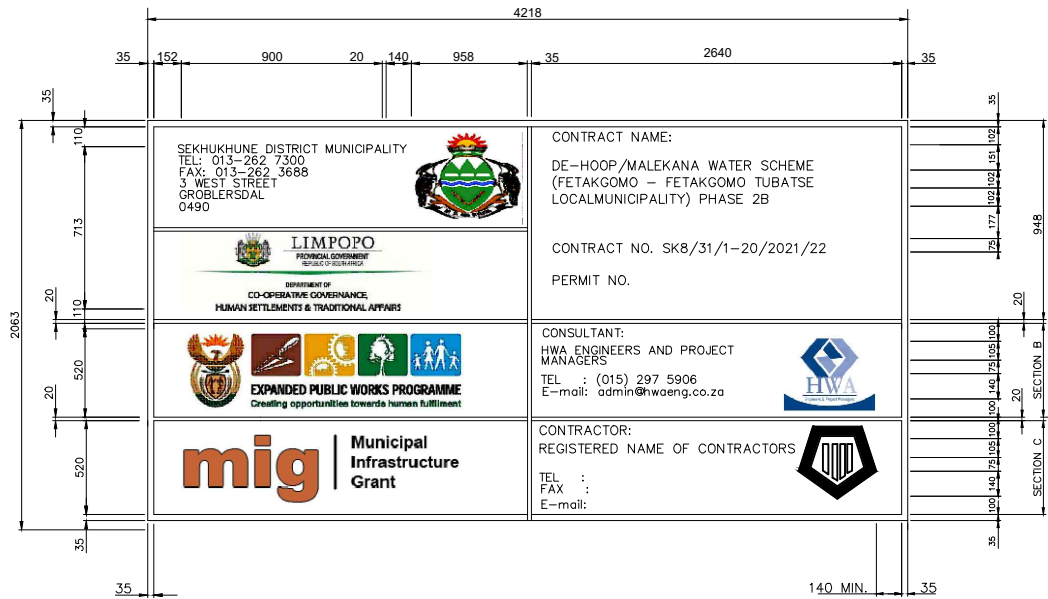
Witness 2



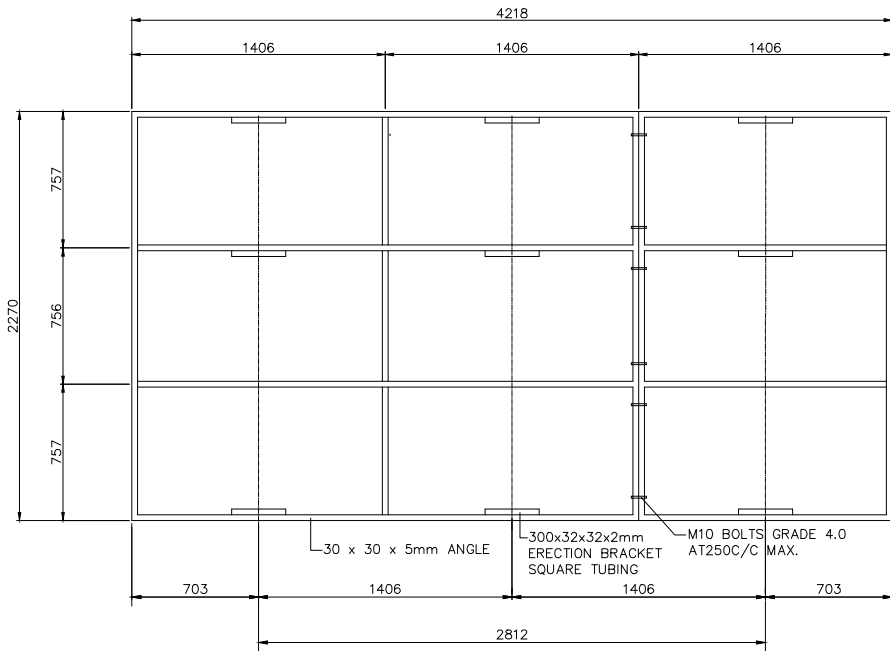
## C4.2 TENDER DRAWINGS

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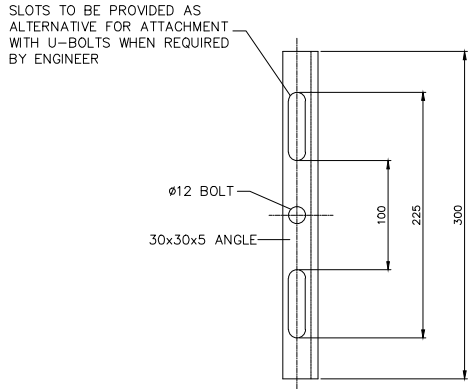
INFORMATION BOARD DETAILS



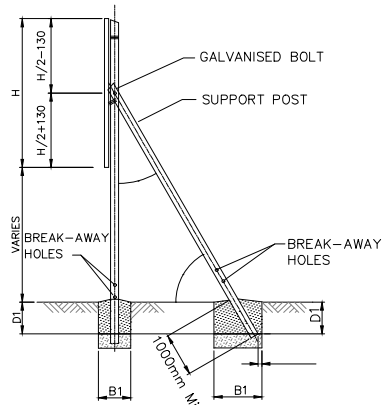
FRONT ELEVATION  
SCALE 1:50



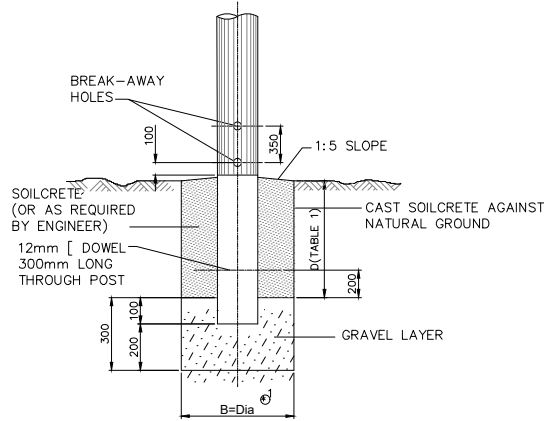
REAR SIDE BRACING  
SCALE 1:50



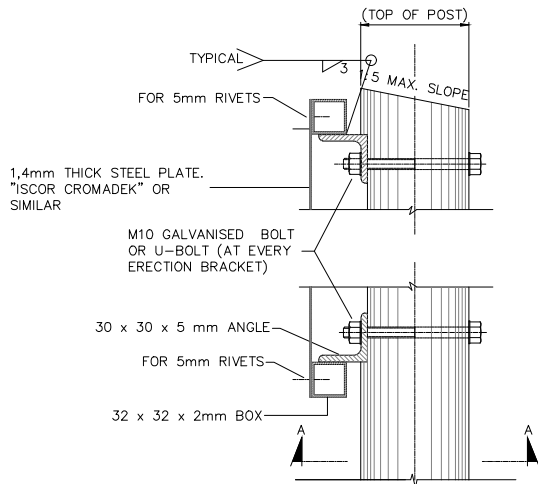
ELEVATION OF  
ERECTION BRACKET  
SCALE 1:25



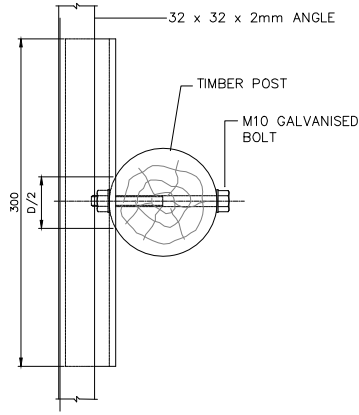
SIDE ELEVATION OF ROAD SIGN  
SCALE 1:100



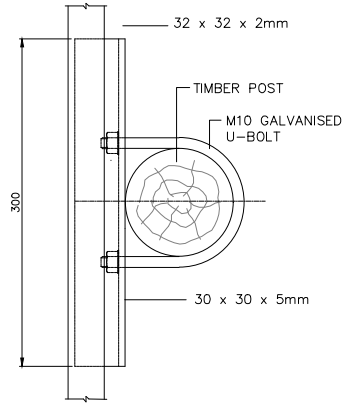
FOUNDATION DETAIL  
SCALE 1:25



SIDE ELEVATION  
SCALE 1:5



SECTION A-A  
SCALE 1:5



SECTION A-A  
(WITH U-BOLT)  
SCALE 1:5

NOTES:

EMBLEM:

1. ALL EMBLEMS TO BE DISPLAYED IN FULL COLOUR ON A SEMI-MATT BACKGROUND.

LETTERS AND NUMBERS:

2. DESCRIPTION : MATT-BLACK, SERIES DIN B LETTERS AND NUMBERS ON A SEMI-MATT SMOKE-GREY BACKGROUND.

BORDERS:

3. BORDER : GREEN NON-REFLECTORIZED.

QUANTITY:

4. TWO SIGN BOARDS, SHALL BE ERECTED AT POSITIONS AS DETERMINED BY THE ENGINEER.

DESCRIPTION:

5. DESCRIPTION OF WORK (NUMBER OF KILOMETRES AND TYPE OF WORK, eg."13,5km RECONSTRUCTION OF ROAD 1974." DESCRIPTION STARTS CENTERED ON THE LEFT-HAND SIDE AND THE FIRST 105mm-DIMENSION BELOW "NORTHERN"

6. SAFCEC EMBLEM ONLY IF CONTRACTOR IS A MEMBEROTHERWISE BLANK.

7. NEW SAACE LOGO TO BE OBTAINED FROM SAACE, JOHANNESBURG.

TABLE 1: DETERMINATION OF POSTS & FOOTINGS				
ERECTION DETAILS				
TYPE OF POST	UPRIGHT	STAY	D	B(DIA)
TIMBER POST AND STAY	100mm	80mm	600mm	850mm
TIMBER POST	180mm	—	1000mm	1450mm
D SECTION STEEL POST	100mm x 4mm	—	1000mm	1450mm

DETERMINATION OF BREAK-AWAY HOLES	
POLE DIA (m)	HOLE DIA (mm)
< 14	NONE
141 – 170	40
171 – 200	50
201 – 225	65

No	DATE	REVISION	CONSULT	DIR
A	08/2021	FOR TENDER	J.M	

DESIGNED BY	F.M
CHECKED BY	A.C
DRAWN BY	T.S
CHECKED BY	A.C
APPROVED BY	ALEX CHIUSWA
SIGNATURE	.....

CLIENT	SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GROBLERSDAL 0490
CONSULTANT	244 RISSIK STREET POLDKWANE 0700

PROJECT NAME	DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)
DRAWING TITLE	CONSTRUCTION NAME BOARD

DRAWING No.	18012-6.5-01
CONTRACT No.	SK8/31/1-20/2021/22

SCALE AS SHOWN	A
SHEET No.	SHEET 1 OF 1



LEGEND

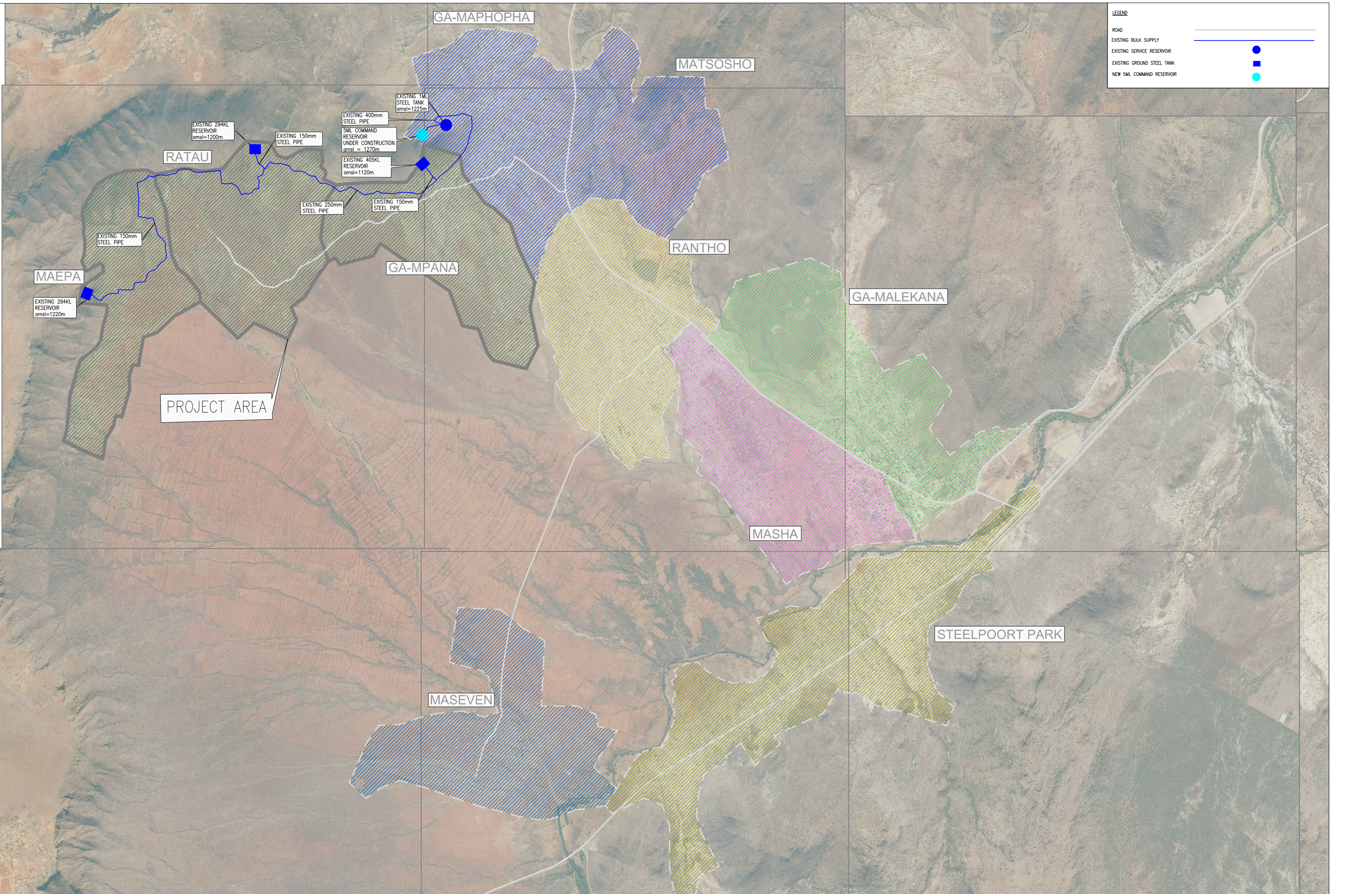
ROAD

EXISTING BULK SUPPLY

EXISTING SERVICE RESERVOIR

EXISTING GROUND STEEL TANK

NEW 5ML COMMAND RESERVOIR




A	06/2021	FOR TENDER		J.M	
No	DATE	REVISION	CONSULT	DIR	

NOTES

STAMP

DESIGNED BY	F.M
CHECKED BY	A.C
DRAWN BY	T.S
CHECKED BY	A.C
APPROVED BY	ALEX CHIUSWA
SIGNATURE	.....

CLIENT



SEHLABATHEBE DISTRICT MUNICIPALITY  
3 WEST STREET  
GRIFFITHSDAL  
0490

TEL: 013-262 7300  
FAX: 013-262 3688

CONSULTANT



24A RISSIK STREET  
POLDKVANE  
0700

TEL: 015 297 5906  
FAX: 086 246 0744  
EMAIL: admin@hweng.co.za

PROJECT NAME	DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)
DRAWING TITLE	OVERALL LAYOUT

DRAWING No. 18012-6.5-02	SCALE 1:20000
CONTRACT No. SKB/31/1-20/2021/22	REVISION No. A
	SHEET No. SHEET 1 OF 1



## MPANA






EXISTING 410KL  
STEEL RESERVOIR  
amsl=1155m

PROPOSED RETICULATION PIPELINE	QUANTITIES (m)
PROPOSED Ø 110mm HDPE 10	723
PROPOSED Ø 63mm HDPE 10	600
PROPOSED Ø 50mm HDPE 10	47652
PROPOSED Ø 50mm Steel	693
<b>TOTAL</b>	<b>49668</b>

EXISTING RETICULATION PIPELINE	QUANTITIES (m)
EXISTING Ø 110mm HDPE 10	1070
EXISTING Ø 75mm HDPE 10	823
EXISTING Ø 63mm HDPE 10	670
EXISTING Ø 50mm HDPE 12	962
EXISTING Ø 50mm HDPE 10	6225
<b>TOTAL</b>	<b>9750</b>

PROPOSED YARD CONNECTIONS	QUANTITIES (No.)
SINGLE YARD CONNECTION	61 LONG 62 SHORT
DOUBLE YARD CONNECTION	203 LONG 213 SHORT
<b>TOTAL</b>	<b>539</b>

LEGEND

EXISTING BULK SUPPLY	---
EXISTING RETICULATION PIPELINE	---
EXISTING PRESSURE REDUCING	
EXISTING FLOW CONTROL VALVE	
EXISTING ELEVATED STEEL TANK	
PROPOSED RETICULATION PIPELINE	_____
PROPOSED PRESSURE REDUCING	
PROPOSED FLOW CONTROL VALVE	

A	08/2021	FOR TENDER		J.M	
No	DATE	REVISION		CONSULT	DIR

## NOTES

STAMP

DESIGNED BY	J.M
CHECKED BY	A.C
DRAWN BY	B.M
CHECKED BY	F.M
SIGNATURE	.....



SEKHUKHUNE DISTRICT MUNICIPALITY  
3 WEST STREET  
GROBLERSDAL  
0490

TEL: 013-262 7300  
FAX: 013-262 3688

SEKHUKHUNE DISTRICT MUNICIPALITY  
3 WEST STREET  
GROBLERSDAL  
0490

TEL: 013-262 7300  
FAX: 013-262 3688

## CONSULTANT



24A RISSIK STREET TEL: 015 297 5906  
POLOKWANE FAX: 086 246 0744  
0700 EMAIL: [admin@hwaeng.co.za](mailto:admin@hwaeng.co.za)

24A RISSIK STREET TEL: 015 297 5906  
POLOKWANE FAX: 086 246 0744  
0700 EMAIL: [admin@hwaeng.co.za](mailto:admin@hwaeng.co.za)

TEL: 015 297 5906  
FAX: 086 246 0744  
EMAIL: [admin@hwaeng.co.za](mailto:admin@hwaeng.co.za)

## PROJECT NAME

DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)

DRAWING TITLE
---------------

MPANA WATER RETICULATION

DRAWING No.  
18012-6.5-03

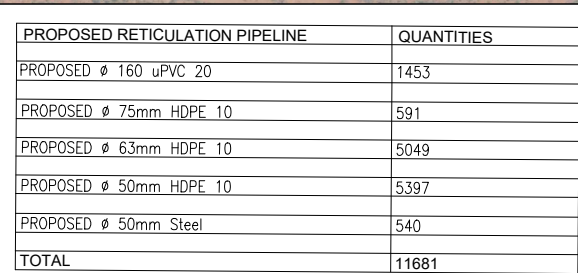
CONTRACT No.  
K8/31/1-20/2021/2022

SCALE  
1:4000

REVISION No.  
A

SHEET No.  
SHEET 1 OF 1





EXISTING RETICULATION PIPELINE	QUANTITIES
EXISTING Ø 165mm GMS	5316
EXISTING Ø 50mm HDPE 10	21627
<b>TOTAL</b>	<b>26943</b>

PROPOSED YARD CONNECTIONS	QUANTITIES
SINGLE YARD CONNECTION	31 LONG
	52 SHORT
DOUBLE YARD CONNECTION	180 LONG
	110 SHORT
<b>TOTAL</b>	<b>373</b>

A	08/2021	FOR TENDER			J.M
No	DATE	REVISION			CONSULT DIR

STAMP

DESIGNED BY	J.M
CHECKED BY	A.C
DRAWN BY	B.M
CHECKED BY	F.M
SIGNATURE	.....



TEL: 013-262 7300  
FAX: 013-262 3688



TEL: 015 297 5906  
FAX: 086 246 0744  
EMAIL: [admin@hwaeng.co.za](mailto:admin@hwaeng.co.za)

DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)

MAEPA WATER RETICULATION

EXISTING BULK SUPPLY  
EXISTING RETICULATION  
EXISTING PRESSURE RED  
EXISTING ISOLATION VAL  
EXISTING GROUND STEEL  
PROPOSED RETICULATION  
PROPOSED PRESSURE RE  
PROPOSED FLOW CONTR

Handwriting practice lines with various symbols and letters for tracing and copying. The symbols include a skull and crossbones, a bow tie, a solid black rectangle, a letter 'A' inside a box, and a letter 'B' inside a box. The letters are placed on the middle dashed line, while the symbols are placed on the top dashed line.

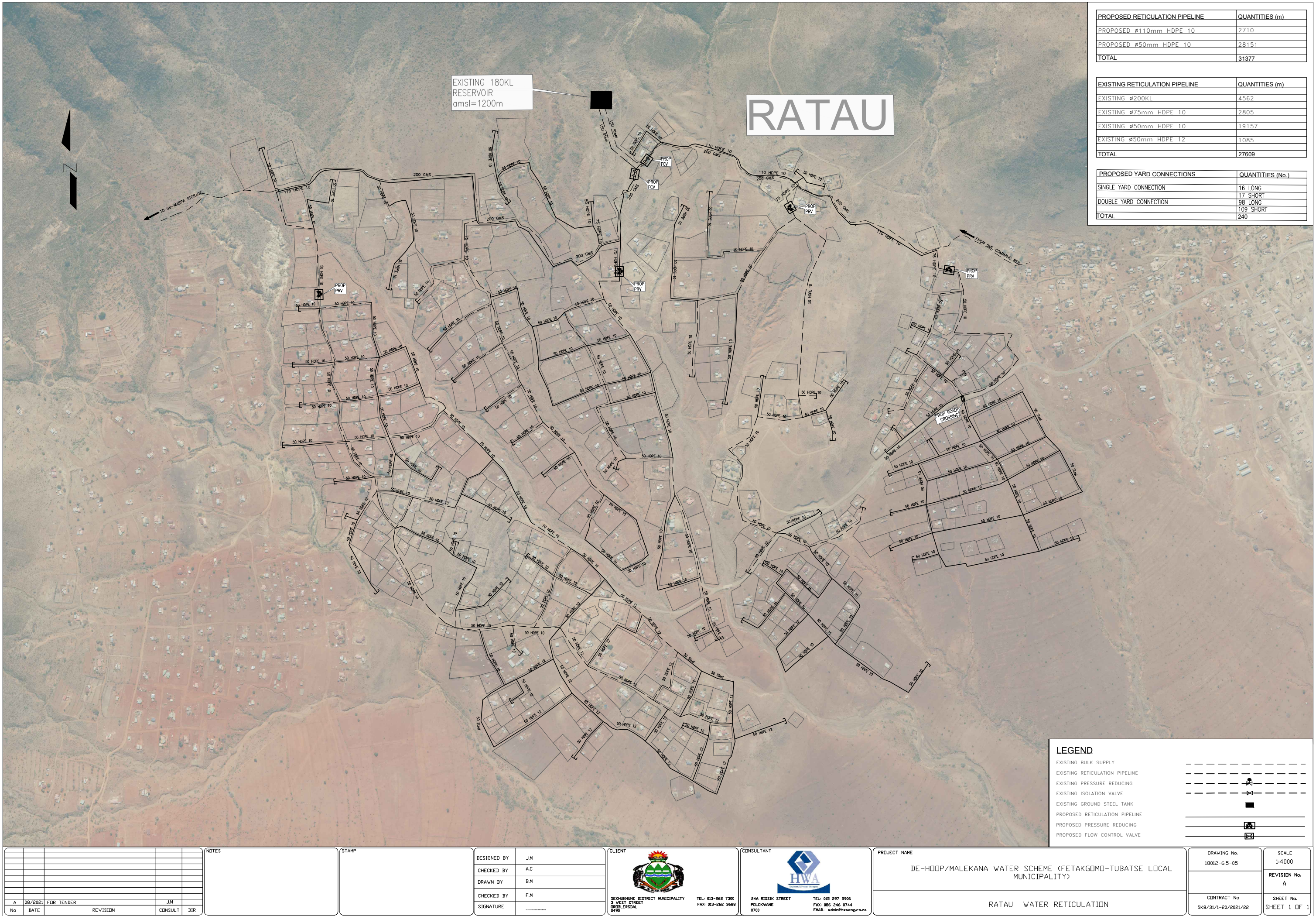
DRAWING No.  
18012-6.5-04

CONTRACT No.  
SK8/31/1/1-20/2021/22

SCALE  
1:4000

SHEET No.  
SHEET 1 OF









DRAWING No. 18012-6.5-06	SCALE AS SHOWN
	REVISION No. A
CONTRACT No. SKB/3/1-20/2021/22	SHEET No. SHEET 1 OF 1



1. EXCAVATION MUST TAKE PLACE AFTER THE ENGINEER HAS ASSESSED AND CONFIRMED THAT WORKS MAY PROCEED.
2. THE OWNER OF THE ROAD (ROAD AGENCIES) MUST GIVE PERMISSION TO EXCAVATE.  
THE REPRESENTATIVE TO VISIT SITE BEFORE EXCAVATIONS CAN TAKE PLACE.  
ALL BACKFILLING AND COMPACTION MUST BE DONE TO ROAD OWNER STANDARDS.



NOTES

DESIGNED BY	J.M
CHECKED BY	A.C
DRAWN BY	O.S
CHECKED BY	F.M
SIGNATURE	.....

CONSULTANT



24A RISSIK STREET  
POLDKVANE  
0700

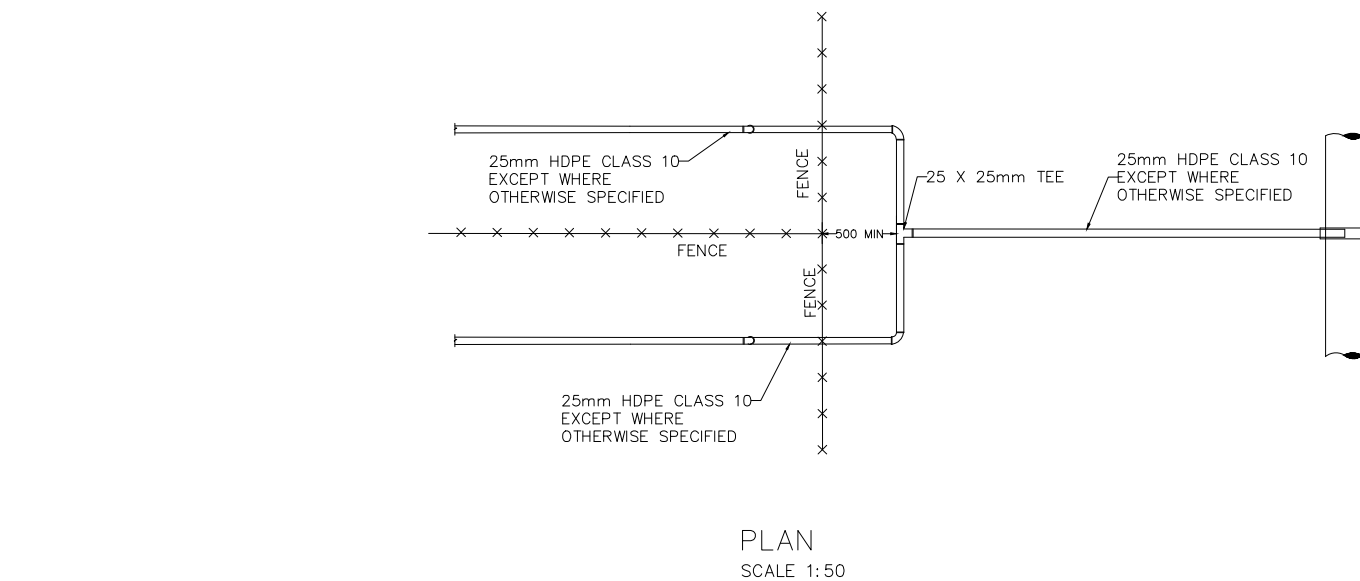
TEL: 015 297 5906  
FAX: 086 246 0744  
EMAIL: [sdn@hwaeng.co.za](mailto:sdn@hwaeng.co.za)

DRAWING No. 18012-6.5-07	SCALE AS SHOWN
	REVISION No. A
CONTRACT No. SK8/3/1-20/2021/22	SHEET No. SHEET 1 OF 1

1. 25mm ND 90° HDPE ELBOW (4 NO)
2. 25mm ND HDPE PIPE 250mm LONG
3. 25mm ND HDPE ADAPTOR (1 No.)
4. 25mm ND HDPE PIPE 900mm LONG

[illegible]

1. 25mm ND HDPE ELBOW (4 NO)
2. 25mm ND HDPE PIPE 250mm LONG
3. 25mm ND HDPE ADAPTOR (1 No.)
4. 25mm ND HDPE PIPE 900mm LONG



						NOTES	STAMP	DESIGNED BY J.M CHECKED BY A.C DRAWN BY B.M  CHECKED BY F.M SIGNATURE .....	<div>CLIENT</div> <div></div> <div>SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GROBLERSDAL 0490 TEL: 013 262 7300 FAX: 013 262 3688</div>	<div>CONSULTANT</div> <div></div> <div>24A RISSIK STREET POLDKWANE 0700 TEL: 015 297 5906 FAX: 086 246 0744 EMAIL: admin@hwaeng.co.za</div>	PROJECT NAME	DRAWING No. 18012-6.5-08	SCALE AS SHOWN				
											REVISION No. A						
											CONTRACT No. SKB/31/1-20/2021/22	SHEET No.					
												SHEET 2 OF 2					
A	08/2021	FOR TENDER				J.M					DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)						
No	DATE	REVISION				CONSULT	DIR				DRAWING TITLE	DETAILS OF YARD CONNECTION					

NOTES AND SPECIFICATIONS

GENERAL

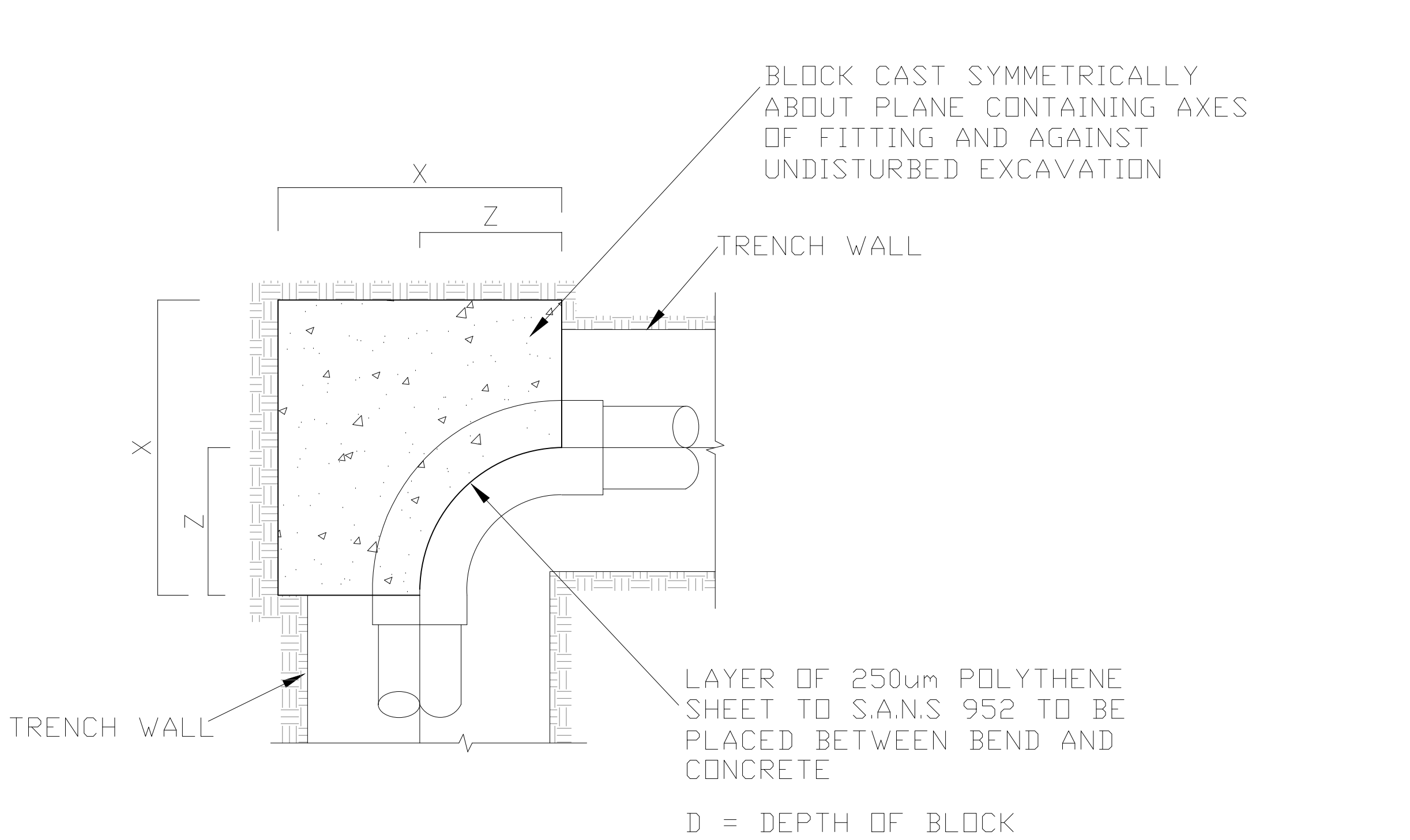
1. MINIMUM REQUIREMENTS ARE INDICATED ON THE DRAWING. THE ENGINEER IS RESPONSIBLE AND LIABLE FOR FURTHER DETAILS AND TO ENSURE EFFECTIVE OPERATION AND MAINTENANCE OF THE INSTALLATION.
2. FINAL POSITIONS OF THE SERVICES TO BE DETERMINED ON SITE.
3. ALL DIMENSIONS TO BE CHECKED AND APPROVED ON SITE.
4. DO NOT SCALE FROM THIS DRAWING.
5. ALL DIMENSIONS ARE IN mm (UNLESS OTHERWISE SPECIFIED).
6. CLASS OF CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE DRAWING DETAILS:

REINFORCED	CLASS 30/19
THRUST BLOCK	CLASS 20/19
BLINDING	CLASS 15/19

PARTICULAR

1. THRUST BLOCK DIMENSIONS ON THIS DRAWING ARE ONLY APPLICABLE FOR THE FOLLOWING CONDITIONS:
  - UNDISTURBED SAND-GROUND MIXTURES OR DENSE UNIFORM SAND WITH BEARING CAPACITY OF AT LEAST 150kPa.
  - UNSUBMERGED CONDITIONS.
  - MAXIMUM INTERNAL PIPE PRESSURE OF 25 BARSIF THE CONTRACTOR IS NOT IN A POSITION TO IDENTIFY THE ABOVE CONDITIONS, THE ENGINEER MUST BE CONSULTED, IN ALL OTHER CONDITIONS THE ACTUAL IN-SITU BEARING PRESSURE SHALL BE CALCULATED AND THE THRUST BLOCK DESIGNED BY THE ENGINEER.
2. CONCRETE PUDDLE FLANGE

-	25/19
OTHER	15/19
3. HALF THE DEPTH OF THE THRUST BLOCK TO BE PLACED BLOW THE PIPE AXIS.
4. MAINTAIN ADEQUATE SPACE BETWEEN CONCRETE AND PIPE JOINT AND FLANGES FOR INSTALLATION AND MAINTENANCE.
5. THRUST BLOCKS FOR PIPE Ø LARGER THAN 300mm Ø HIGHER TEST PRESSURE THAN 25 BARS SHALL BE DESIGNED BY THE ENGINEER.

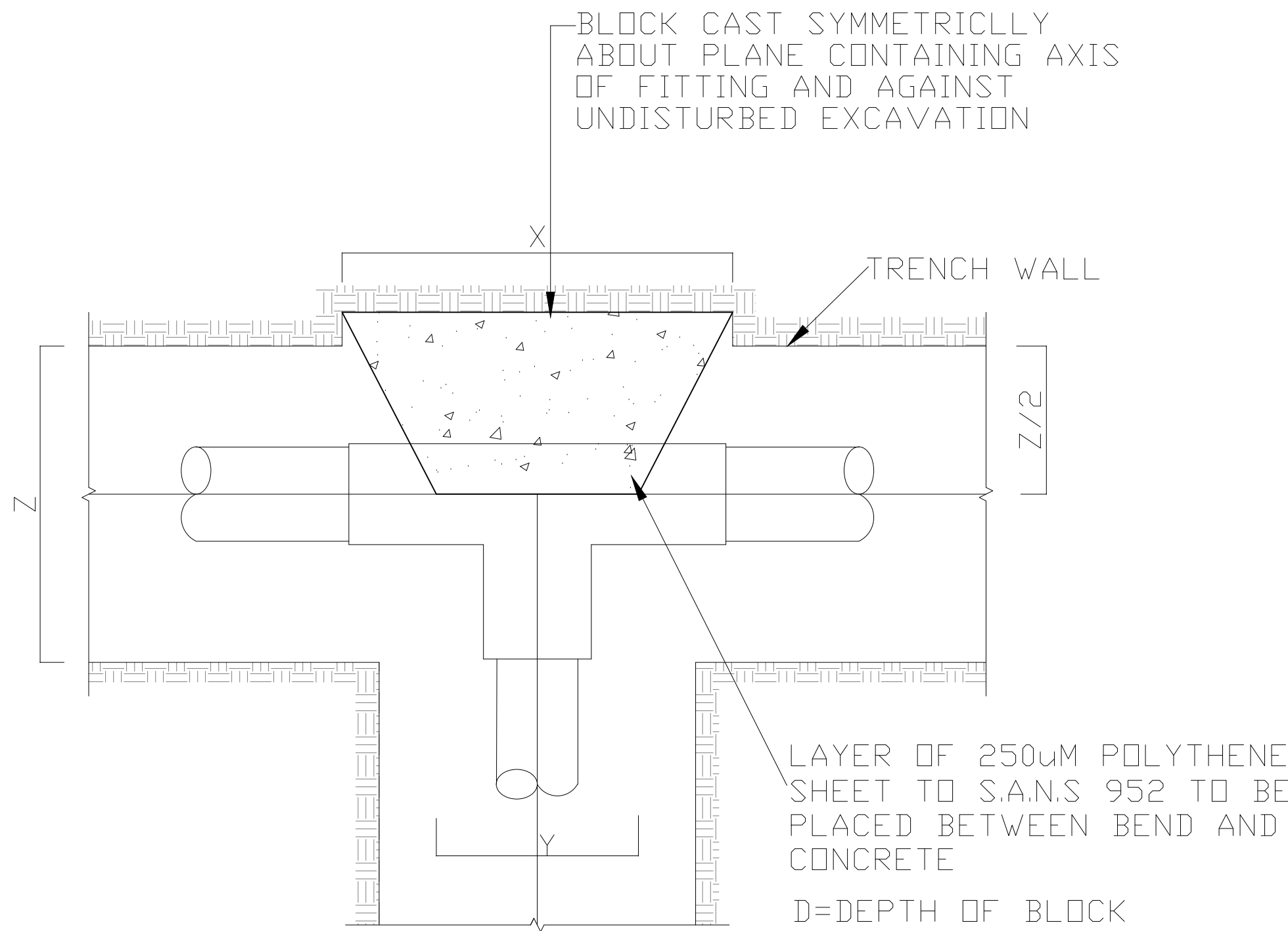


THRUST BLOCK IN PRESSURE PIPELINE FOR 90° BEND  
SCALE 1:250

NOTE :  
COUPLINGS AND FLANGES SHALL BE LEFT CLEAR OF CONCRETE

PIPE DIA.	X	D	Z
300	2700	700	1400
250	2150	650	1100
200	1600	600	800
150	1300	500	700
100	500	500	300
75	450	400	300

DIMENSIONS IN MILLIMETRES  
CONCRETE 20Mpa/19mm

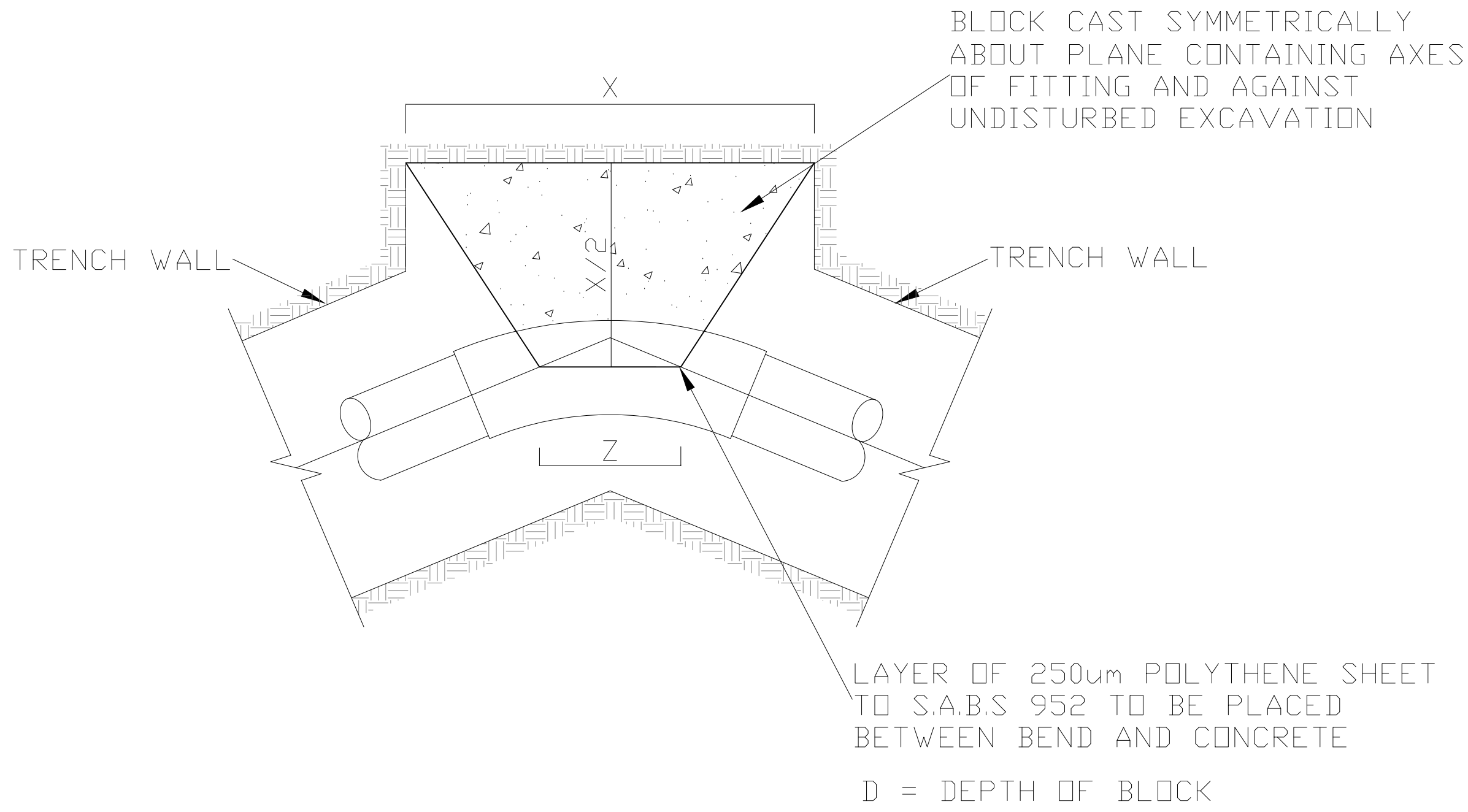


THRUST BLOCK IN PRESSURE PIPELINE FOR TEE AND END CAP  
SCALE 1:250

NOTE :  
COUPLINGS AND FLANGES SHALL BE LEFT CLEAR OF CONCRETE

PIPE DIA.	X	D	Z	Y
300	2700	700	1300	2000
250	2150	650	1100	1500
200	1600	600	800	1100
150	1300	500	650	900
100	500	500	300	300
75	450	400	300	250

DIMENSIONS IN MILLIMETRES  
CONCRETE 20Mpa/19mm



THRUST BLOCK IN PRESSURE PIPELINE FOR 45°, 22.5° AND 11.25° BEND  
SCALE 1:250

NOTE :  
COUPLINGS AND FLANGES SHALL BE LEFT CLEAR OF CONCRETE

PIPE DIA.	45° BEND			22.5° BEND			11.25° BEND		
	X	D	Z	X	D	Z	X	D	Z
300	2000	700	850	1000	700	420	1000	700	420
250	1600	650	650	760	650	300	760	650	300
200	1200	600	500	600	600	250	600	600	250
150	1000	500	400	500	500	200	500	500	200
100	350	500	150	300	400	130	300	400	130
75	350	400	150	300	300	130	300	300	130

DIMENSIONS IN MILLIMETRES  
CONCRETE 20Mpa/19mm

A	10/2021	FOR TENDER		J.M	
No	DATE	REVISION	CONSULT	DIR	

NOTES
-------

STAMP
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DESIGNED BY	J.M
CHECKED BY	A.C
DRAWN BY	B.M
CHECKED BY	F.M
SIGNATURE	.....

CLIENT

SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET ORRLEERSDAL 0450
TEL: 013-262 7300 FAX: 013-262 3698

CONSULTANT

24A RISSIK STREET POLDKWANE 0700
TEL: 015 297 5906 FAX: 086 246 0744 EMAIL: admin@hwaeng.co.za

PROJECT NAME	DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUMATSE LOCAL MUNICIPALITY)
DRAWING TITLE	THRUST BLOCK DETAILS

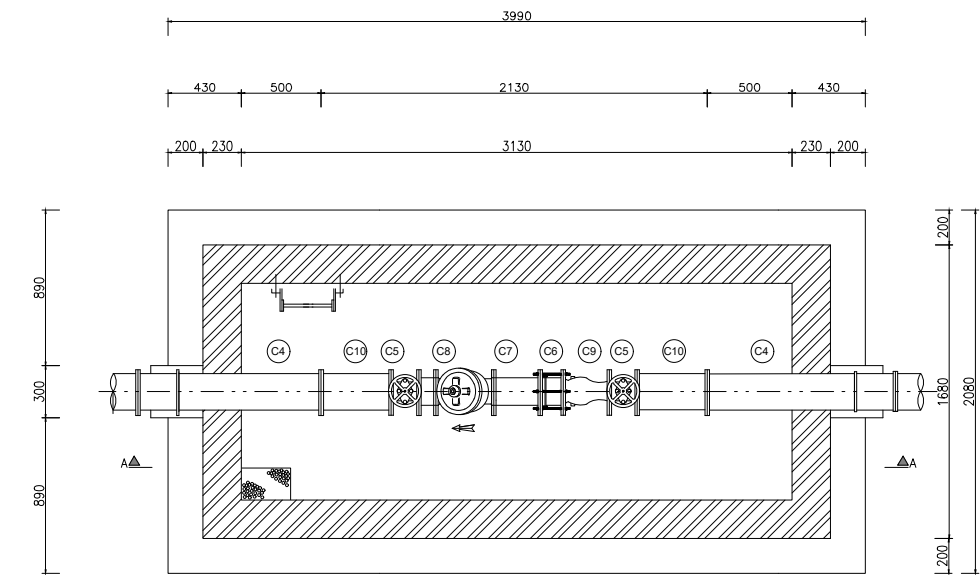
DRAWING No. 18012-6.5-09	SCALE AS SHOWN
	REVISION No. A
CONTRACT No. SK8/3/1-20/2021/22	SHEET No. SHEET 1 OF 1



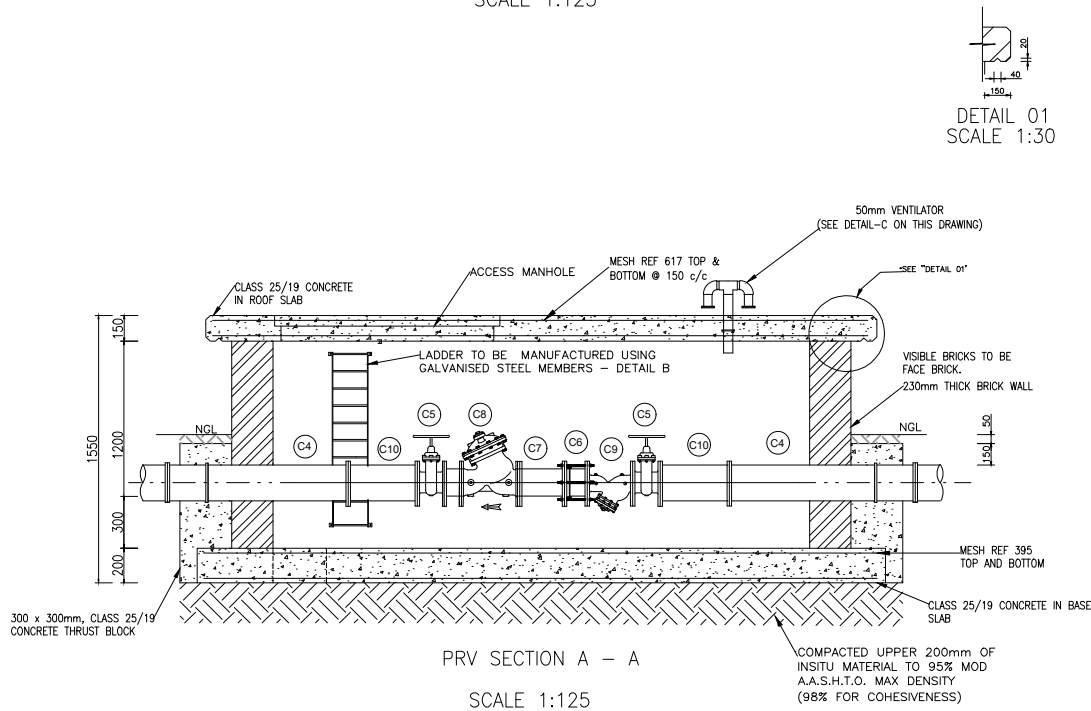
					NOTES	STAMP	DESIGNED BY		F.M		CLIENT 	CONSULTANT 		PROJECT NAME  DE-HOOP/MALEKANA WATER SCHEME(FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)	DRAWING No. 18012-6.5-10	SCALE AS SHOWN							
							CHECKED BY		A.C			SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GROBLERSDAL 0440 TEL: 015-862 7300 FAX: 015-265 3689	44A RISSIK STREET PLEIKWANE 0440 TEL: 015 297 5966 FAX: 086 046 0744 EMAIL: aohr@hwaeng.co.za				DRAWING TITLE  RIVER CROSSING DETAILS	CONTRACT No. SK8/3/1-20/2021/22	SHEET No. SHEET 1 OF 1				
							DRAWN BY		T.N											DRAWING TITLE  RIVER CROSSING DETAILS	CONTRACT No. SK8/3/1-20/2021/22	SHEET No. SHEET 1 OF 1	
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					APPROVED BY		ALEX CHIUWA				DRAWING TITLE  RIVER CROSSING DETAILS		CONTRACT No. SK8/3/1-20/2021/22	SHEET No. SHEET 1 OF 1									
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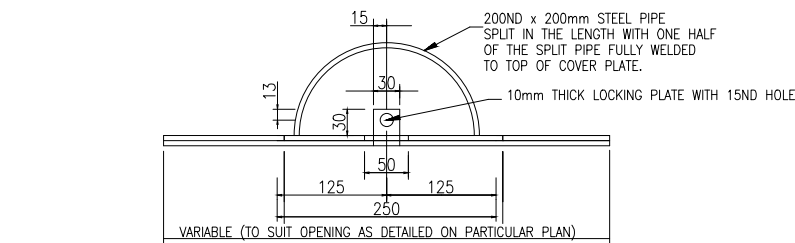
- NOTES:
1. ALL STEEL PIPEWORK UP TO 150mm NB SHALL BE MEDIUM DUTY COMPLYING WITH SABS 62 (HOT DIP GALVANISED TO SABS ISO 1461).
  2. 20mm THICK FLEXIJUNT OR APPROVED EQUIVALENT SHALL BE PROVIDED BETWEEN PIPELINE AND BRICKWORK.
  3. ALL BRICKWORK SHALL BE 230mm THICK AND LAID IN STRETCHER BOND.
  4. VISIBLE BRICKS ON OUTSIDE OF CHAMBER SHALL BE FACE BRICK. REMAINING BRICK SHALL BE NON-FACING, HARD BURNT ENGINEERING GRADE BRICKS TO SABS 227.
  5. BRICK FORCE TO BE PROVIDED ON EVERY THIRD LAYER.
  6. TWO LAYERS OF DAMPROOF SHEETING SHALL BE PROVIDED BETWEEN THE ROOF SLAB AND BRICKWORK FOR ALL THE VALVE CHAMBERS.
  7. ALL FLANGES SHALL COMPLY WITH SABS 1123 (1600/3)
  8. BOLTS AND NUTS SHALL COMPLY WITH SABS 135.
  9. ENGINEER TO CONFIRM DETAILS APPLICABLE FOR APPLICATION.
  10. ALL LADDER COMPONENTS TO BE FULLY AND CONTINUOUSLY WELDED TOGETHER, WHERE APPLICABLE ALL CONCRETE DIMENSIONS TO BE CHECKED ON SITE PRIOR FABRICATION OF LADDERS.



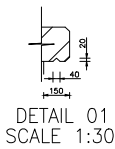
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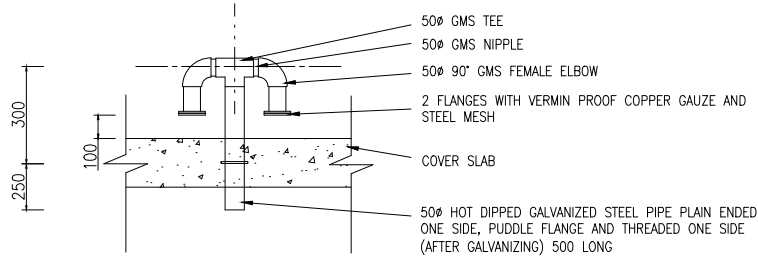
PRV SECTION A - A  
SCALE 1:125



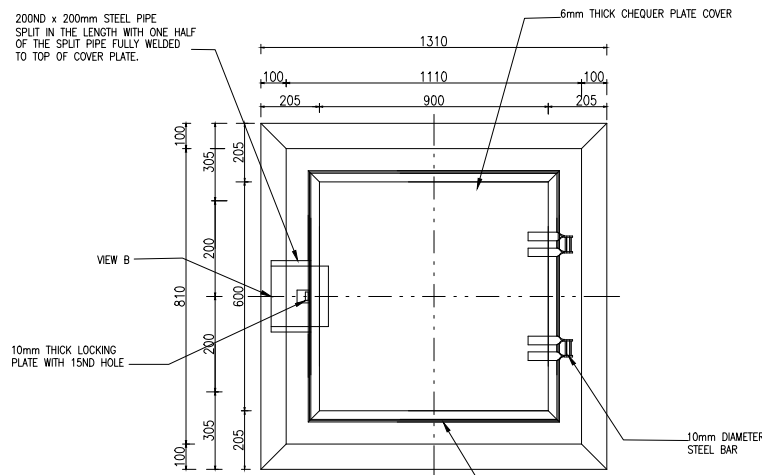
VIEW B  
DETAIL OF MANHOLE COVER  
SCALE 1:30



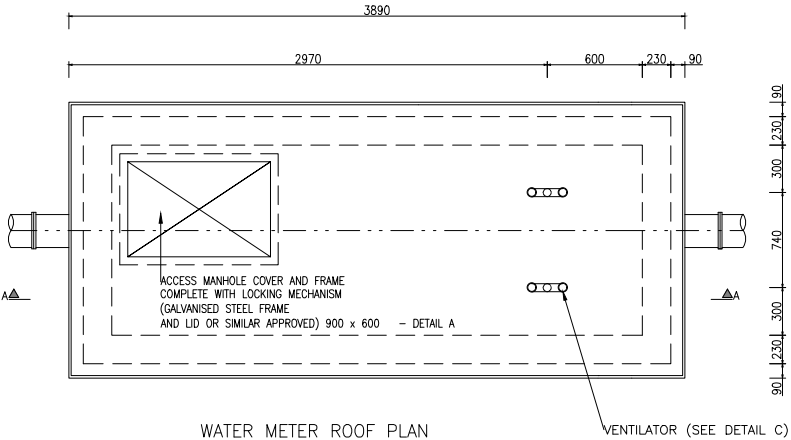
DETAIL 01  
SCALE 1:30



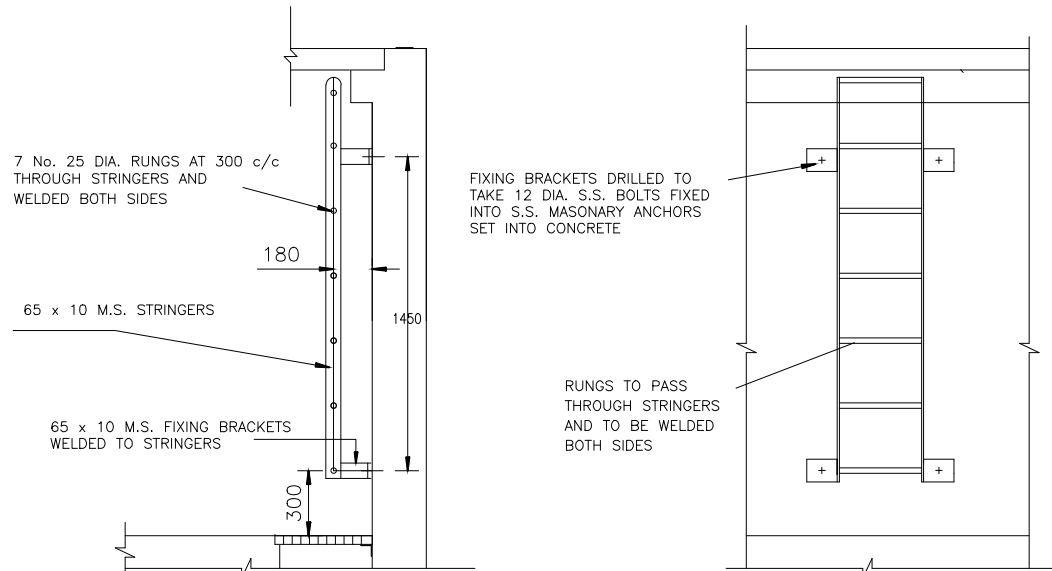
DETAIL C  
VENTILATOR  
SCALE 1:80



DETAIL A  
DETAIL OF MANHOLE COVER  
SCALE 1:80



WATER METER ROOF PLAN  
SCALE 1:125



DETAIL B  
VALVE CHAMBER ACCESS LADDER  
SCALE 1:100  
UNIT TO BE HOT DIPPED GALVANISED AFTER FABRICATION

PIPE FITTING SCHEDULE					
ITEM NO.	NO. OFF	DESCRIPTION	SKETCH	MATERIAL	STEEL GRADE
C4	2	#50mm STEEL PIPE, x 1080mm LONG WITH PUDDLE FLANGE, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123
C5	2	#50mm GATE VALVE FLANGED BOTH ENDS		STANDARD ITEM	
C6	1	W COUPLING		STANDARD ITEM	
C7	1	#50mm STEEL PIPE, x 410mm LONG FLANGED ONE ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123
C8	1	#50 BERMAND FLAT DISC PRESSURE REDUCING VALVE COMPLETE (OR SIMILAR APPROVED) PN25 WITH FLANGED ENDS.		STANDARD ITEM	
C9	1	#50mm STRAINER FLANGED BOTH ENDS		STANDARD ITEM	
C10	2	#50mm STEEL PIPE, 400mm LONG, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123

TABLE 16

No	DATE	FOR TENDER	REVISION	CONSULT	DIR
A	10/2021	FOR TENDER		F.M	

NOTES

DESIGNED BY	F.M
CHECKED BY	A.C
DRAWN BY	T.N
CHECKED BY	A.C
APPROVED BY	ALEX CHIUSWA
SIGNATURE	.....

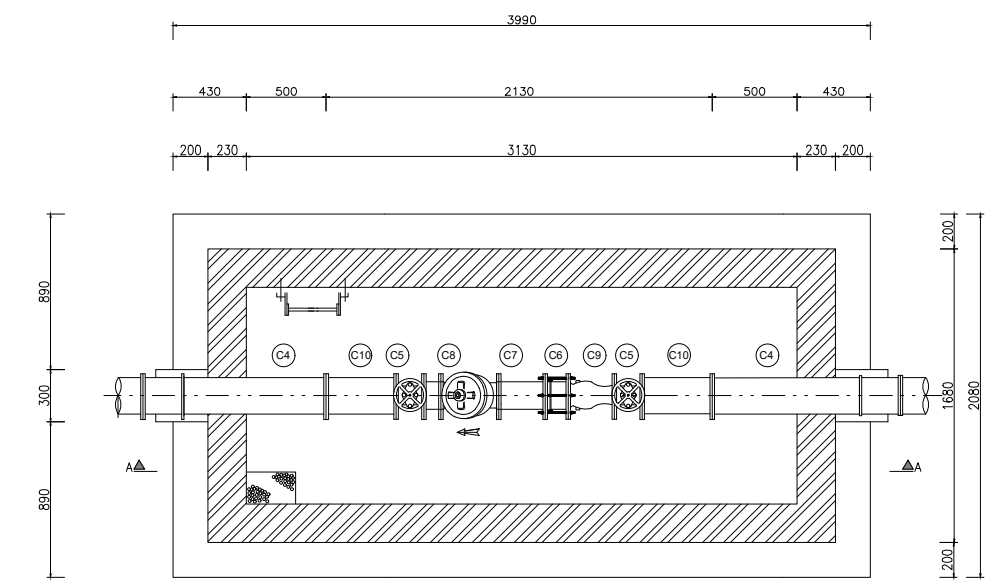
CLIENT	SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GR01LERSDAL 0490
CONSULTANT	24A RISSIK STREET POLDKWANE 0700

PROJECT NAME	DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO TUBATSE LOCAL MUNICIPALITY)
DRAWING TITLE	PRESSURE REDUCING VALVE DETAILS

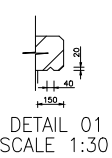
DRAWING No.	18012-6.5-11
CONTRACT No.	SK8/3/1-20/2021/22

SCALE	AS SHOWN
REVISION No.	A
SHEET No.	SHEET 1 OF 4

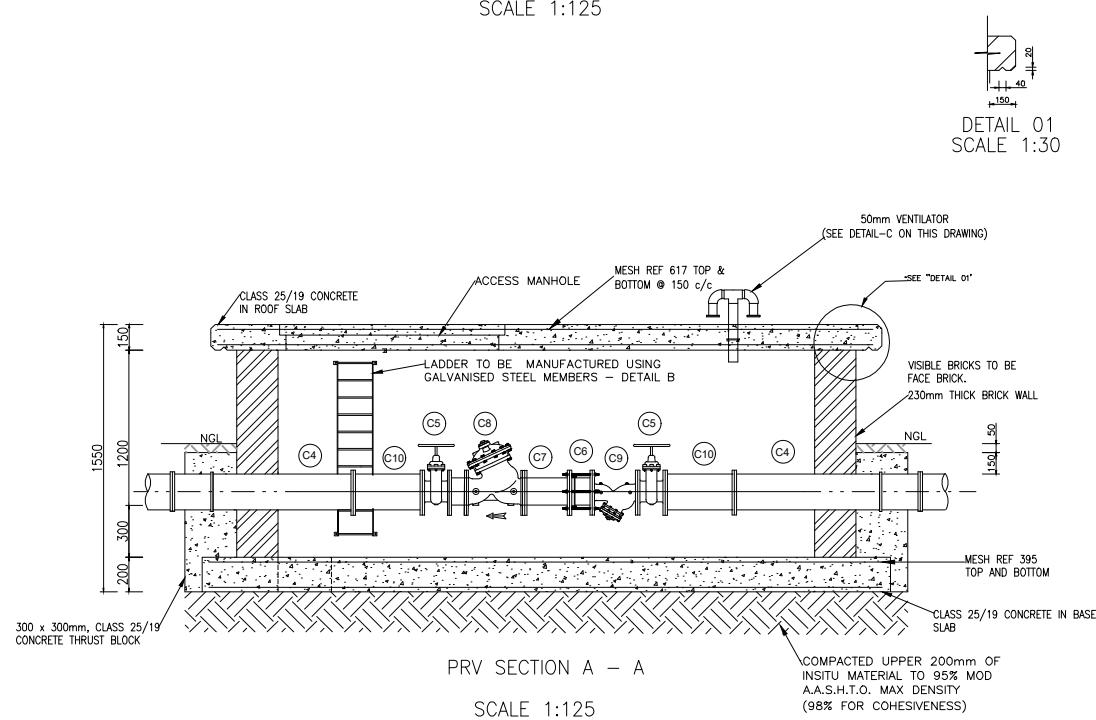
- NOTES:
1. ALL STEEL PIPEWORK UP TO 150mm NB SHALL BE MEDIUM DUTY COMPLYING WITH SABS 62 (HOT DIP GALVANISED TO SABS ISO 1461).
  2. 20mm THICK FLEXIJUNT OR APPROVED EQUIVALENT SHALL BE PROVIDED BETWEEN PIPELINE AND BRICKWORK.
  3. ALL BRICKWORK SHALL BE 230mm THICK AND LAID IN STRETCHER BOND.
  4. VISIBLE BRICKS ON OUTSIDE OF CHAMBER SHALL BE FACE BRICK. REMAINING BRICK SHALL BE NON-FACING, HARD BURNT ENGINEERING GRADE BRICKS TO SABS 227.
  5. BRICK FORCE TO BE PROVIDED ON EVERY THIRD LAYER.
  6. TWO LAYERS OF DAMPROOF SHEETING SHALL BE PROVIDED BETWEEN THE ROOF SLAB AND BRICKWORK FOR ALL THE VALVE CHAMBERS.
  7. ALL FLANGES SHALL COMPLY WITH SABS 1123 (1600/3)
  8. BOLTS AND NUTS SHALL COMPLY WITH SABS 135.
  9. ENGINEER TO CONFIRM DETAILS APPLICABLE FOR APPLICATION.
  10. ALL LADDER COMPONENTS TO BE FULLY AND CONTINUOUSLY WELDED TOGETHER, WHERE APPLICABLE ALL CONCRETE DIMENSIONS TO BE CHECKED ON SITE PRIOR FABRICATION OF LADDERS.



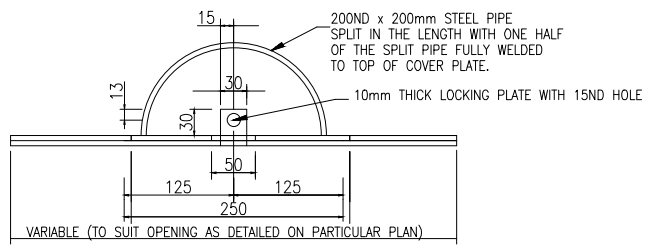
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SCALE 1:125



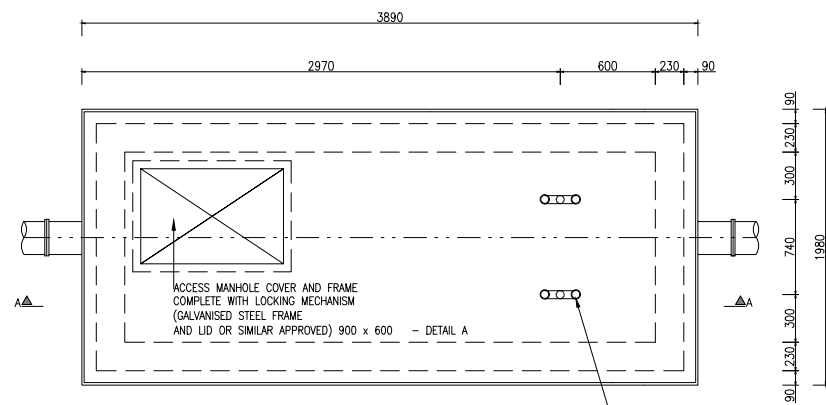
DETAIL 01  
SCALE 1:30



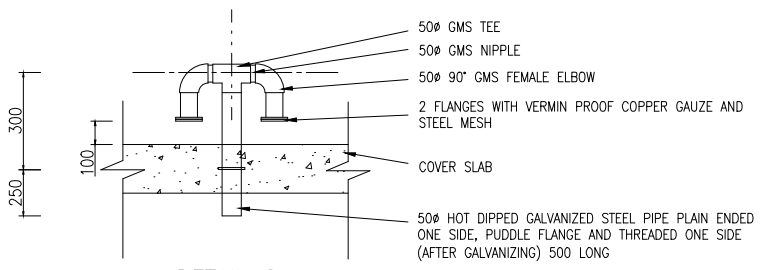
PRV SECTION A - A  
SCALE 1:125



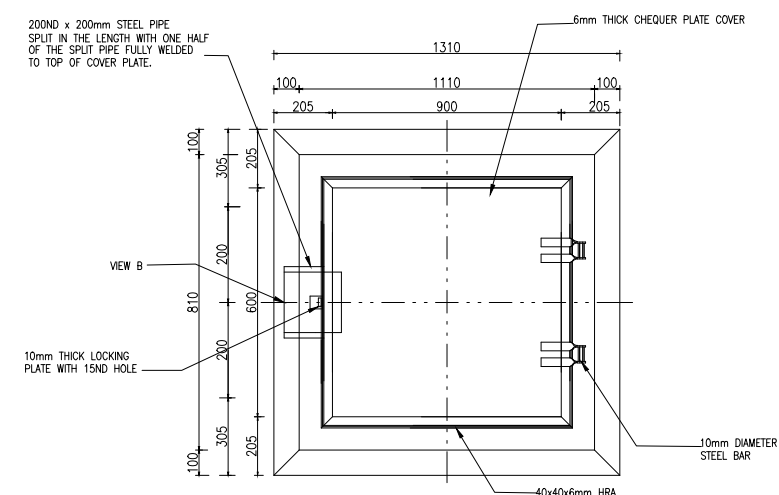
VIEW B  
DETAIL OF MANHOLE COVER  
SCALE 1:30



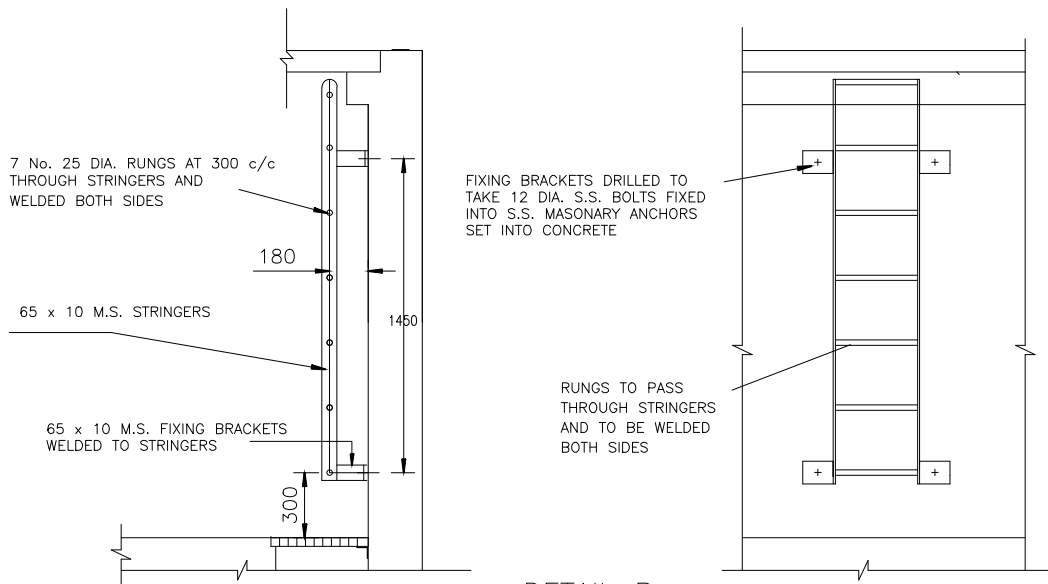
WATER METER ROOF PLAN  
SCALE 1:125



DETAIL C  
VENTILATOR  
SCALE 1:80



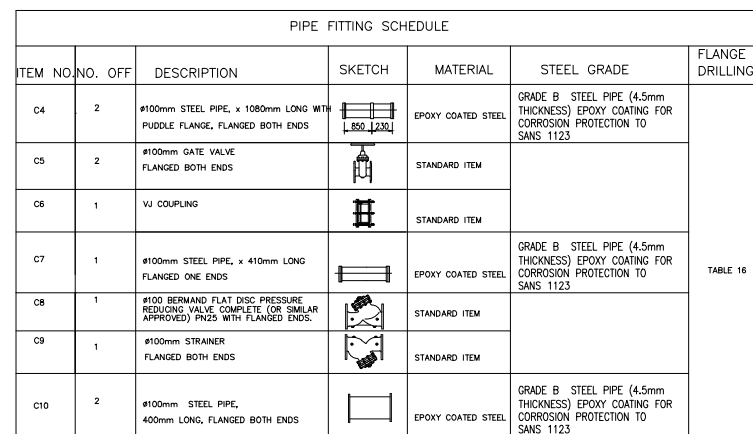
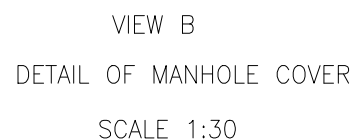
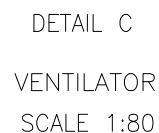
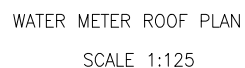
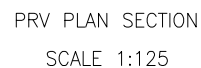
DETAIL A  
DETAIL OF MANHOLE COVER  
SCALE 1:80










DETAIL B  
VALVE CHAMBER ACCESS LADDER  
SCALE 1:100  
UNIT TO BE HOT DIPPED GALVANISED AFTER FABRICATION

PIPE FITTING SCHEDULE						
ITEM NO.	NO. OFF	DESCRIPTION	SKETCH	MATERIAL	STEEL GRADE	FLANGE DRILLING
C4	2	#80mm STEEL PIPE, x 1080mm LONG WITH PUDDLE FLANGE, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	TABLE 16
C5	2	#80mm GATE VALVE FLANGED BOTH ENDS		STANDARD ITEM		
C6	1	W COUPLING		STANDARD ITEM		
C7	1	#80mm STEEL PIPE, x 410mm LONG FLANGED ONE ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	
C8	1	#80 BERMAND FLAT DISC PRESSURE REDUCING VALVE COMPLETE (OR SIMILAR APPROVED) PN25 WITH FLANGED ENDS.		STANDARD ITEM		
C9	1	#80mm STRAINER FLANGED BOTH ENDS		STANDARD ITEM		
C10	2	#80mm STEEL PIPE, 400mm LONG, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	

DESIGNED BY: F.M. CHECKED BY: A.C. DRAWN BY: T.N. CHECKED BY: A.C. APPROVED BY: ALEX CHIUSWA SIGNATURE: .....					CLIENT  SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GRUBBERSDAL 0490 TEL: 013-262 7300 FAX: 013-262 3688		CONSULTANT  24A RISSIK STREET POLDKWANE 0700 TEL: 015 297 5906 FAX: 086 246 0744 EMAIL: admin@hwaeng.co.za		PROJECT NAME DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO TUBATSE LOCAL MUNICIPALITY) DRAWING TITLE PRESSURE REDUCING VALVE DETAILS		DRAWING No. 18012-6.5-11 CONTRACT No. SK8/3/1-20/2021/22		SCALE AS SHOWN REVISION No. A SHEET No. SHEET 2 OF 4	
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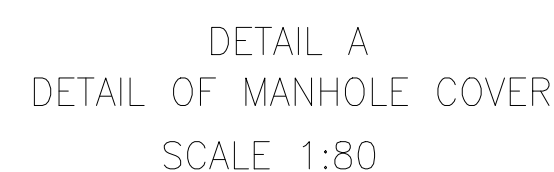
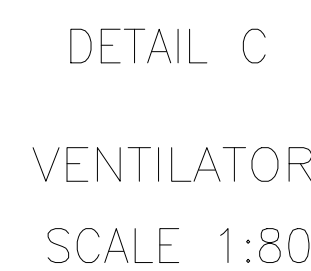
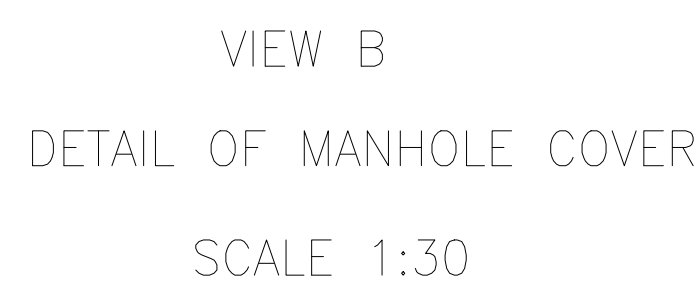
PIPE FITTING SCHEDULE						FLANGE DRILLING
ITEM NO.	NO. OFF	DESCRIPTION	SKETCH	MATERIAL	STEEL GRADE	
C4	2	#100mm STEEL PIPE, x 1080mm LONG WITH PUDDLE FLANGE, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	TABLE 16
C5	2	#100mm GATE VALVE FLANGED BOTH ENDS		STANDARD ITEM		
C6	1	VJ COUPLING		STANDARD ITEM		
C7	1	#100mm STEEL PIPE, x 410mm LONG FLANGED ONE ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	
C8	1	#100 BERMAND FLAT DISC PRESSURE REDUCING VALVE COMPLETE (OR SIMILAR APPROVED) PN15 WITH FLANGED ENDS.		STANDARD ITEM		
C9	1	#100mm STRAINER FLANGED BOTH ENDS		STANDARD ITEM		
C10	2	#100mm STEEL PIPE, 400mm LONG, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	




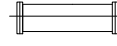
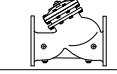
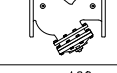
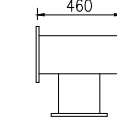


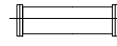


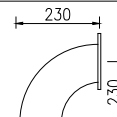
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1. ALL STEEL PIPEWORK UP TO 150mm NB SHALL BE MEDIUM DUTY COMPLYING WITH SABS 62 (HOT DIP GALVANISED TO SABS ISO 1461).
2. 20mm THICK FLEXIJOUNT OR APPROVED EQUIVALENT SHALL BE PROVIDED BETWEEN PIPELINE AND BRICKWORK.
3. ALL BRICKWORK SHALL BE 230mm THICK AND LAID IN STRETCHER BOND.
4. VISIBLE BRICKS ON OUTSIDE OF CHAMBER SHALL BE FACE BRICK. REMAINING BRICK SHALL BE NON-FACING, HARD BURNT ENGINEERING GRADE BRICKS TO SABS 227.
5. BRICK FORCE TO BE PROVIDED ON EVERY THIRD LAYER.
6. TWO LAYERS OF DAMPROOF SHEETING SHALL BE PROVIDED BETWEEN THE ROOF SLAB AND BRICKWORK FOR ALL THE VALVE CHAMBERS.
7. ALL FLANGES SHALL COMPLY WITH SABS 1123 (1600/3)
8. BOLTS AND NUTS SHALL COMPLY WITH SABS 135.
9. ENGINEER TO CONFIRM DETAILS APPLICABLE FOR APPLICATION.




PIPE FITTING SCHEDULE						FLANGE DRILLING
ITEM NO.	NO. OFF	DESCRIPTION	SKETCH	MATERIAL	STEEL GRADE	
C4	2	ø150mm STEEL PIPE, x 1080mm LONG WITH PUDDLE FLANGE, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	TABLE 10
C5	2	ø150mm GATE VALVE FLANGED BOTH ENDS		STANDARD ITEM		
C6	1	VJ COUPLING		STANDARD ITEM		
C7	1	ø150mm STEEL PIPE, x 410mm LONG FLANGED ONE ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	
C8	1	ø150 BERMAND FLAT DISC PRESSURE REDUCING VALVE COMPLETE (OR SIMILAR APPROVED) PN25 WITH FLANGED ENDS.		STANDARD ITEM		
C9	1	ø150mm STRAINER FLANGED BOTH ENDS		STANDARD ITEM		
C10	2	ø150 x ø100mm STEEL, T-JUNCTION, FLANGED BOTH ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	
D5	2	ø100mm GATE VALVE FLANGED BOTH ENDS		STANDARD ITEM		
D6	1	VJ COUPLING		STANDARD ITEM		
D7	1	ø100mm STEEL PIPE, x 410mm LONG FLANGED ONE ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	
D8	1	ø100 BERMAND FLAT DISC PRESSURE REDUCING VALVE COMPLETE (OR SIMILAR APPROVED) PN25 WITH FLANGED ENDS.		STANDARD ITEM		
D9	1	ø100mm STRAINER FLANGED BOTH ENDS		STANDARD ITEM		
D10	2	ø100mm 90 DEGREE BEND STEEL FLANGED ONE ENDS		EPOXY COATED STEEL	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SANS 1123	

A	08/2021	FOR TENDER		F.M	
No	DATE	REVISION		CONSULT	DIR

[illegible]

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DESIGNED BY	F.M
CHECKED BY	A.C
DRAWN BY	T.N
CHECKED BY	A.C
APPROVED BY	ALEX CHIUWSA
SIGNATURE	.....

CLIENT	
SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GROBLERSDAL 0600	TEL: 013-262 7300 FAX: 013-262 3698

CONSULTANT

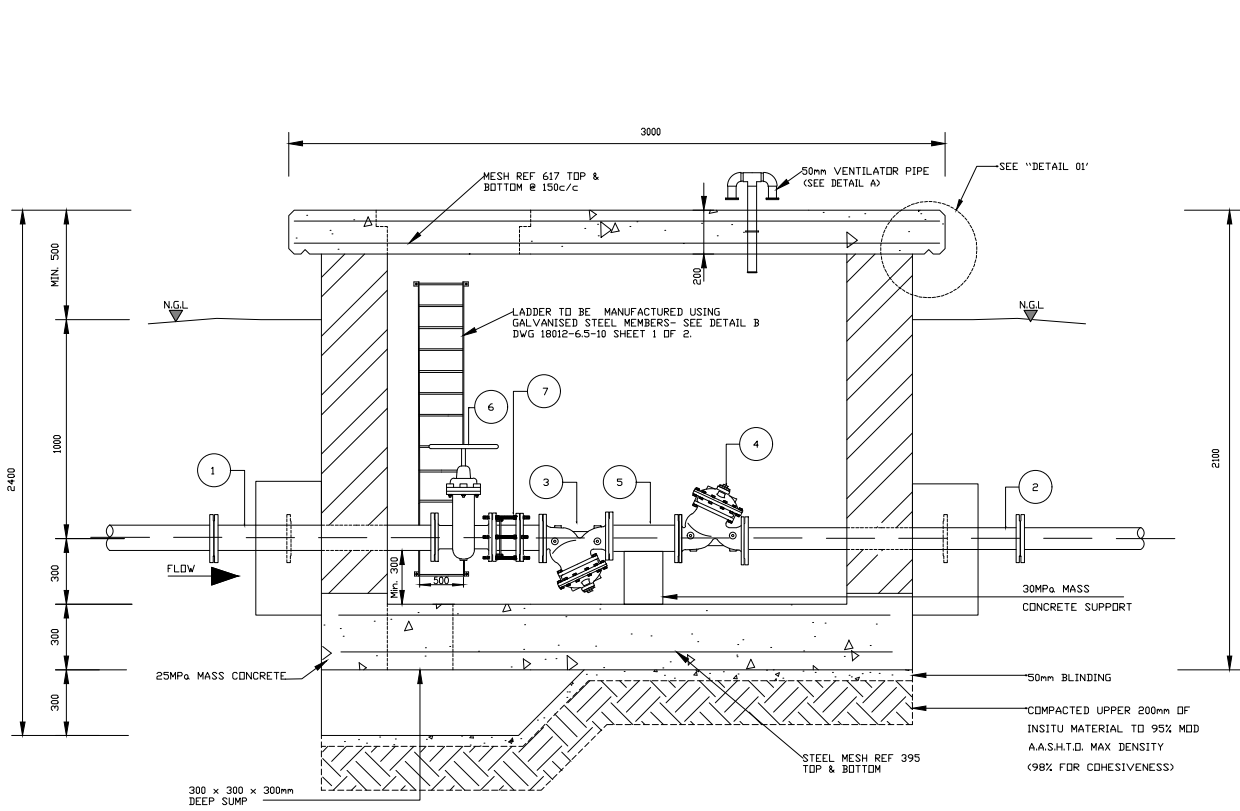
  
HWA  
Engineering & Project Management

24A RISSIK STREET  
POLDKWANE  
0700

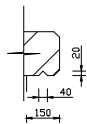
TEL: 015 297 5906  
FAX: 086 246 0744  
EMAIL: [admin@waeng.co.za](mailto:admin@waeng.co.za)

PROJECT NAME	DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO TUBATSE LOCAL MUNICIPALITY)
DRAWING TITLE	PRESSURE REDUCING VALVE CHAMBER LAYOUT

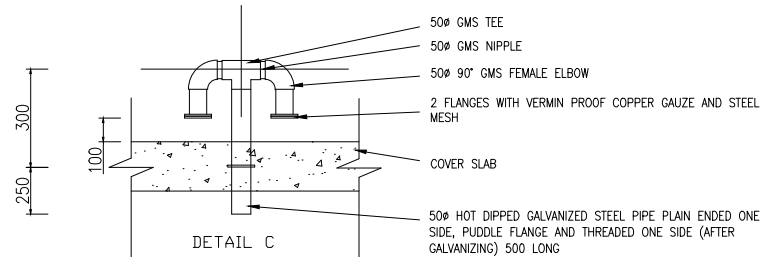
DRAWING No. 18012-6.5-11	SCALE AS SHOWN
	REVISION No. A
CONTRACT No. SK8/31/1-20/2021/22	SHEET No. SHEET 4 OF 4



SECTION A-A  
SCALE 1:25



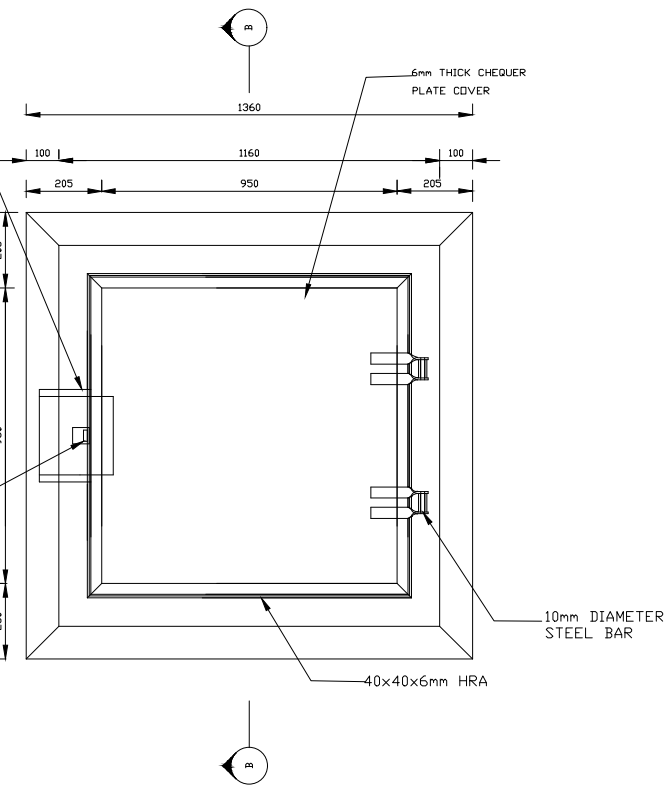
DETAIL 01  
SCALE 1:10



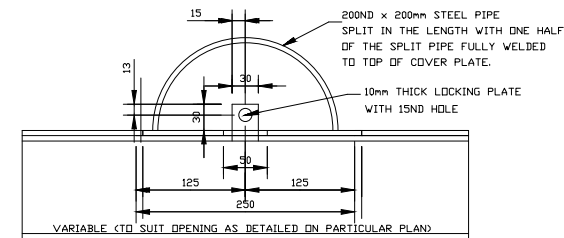
DETAIL C  
VENTILATOR  
SCALE 1:15

200ND x 200mm STEEL PIPE  
SPLIT IN THE LENGTH WITH ONE HALF  
OF THE SPLIT PIPE FULLY WELDED  
TO TOP OF COVER PLATE.

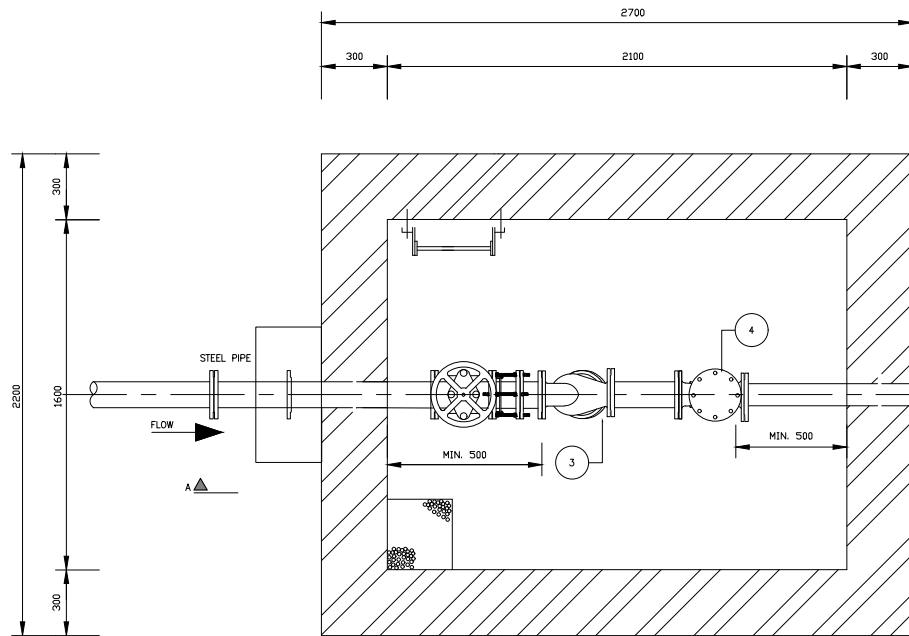
10mm THICK LOCKING PLATE  
WITH 15ND HOLE



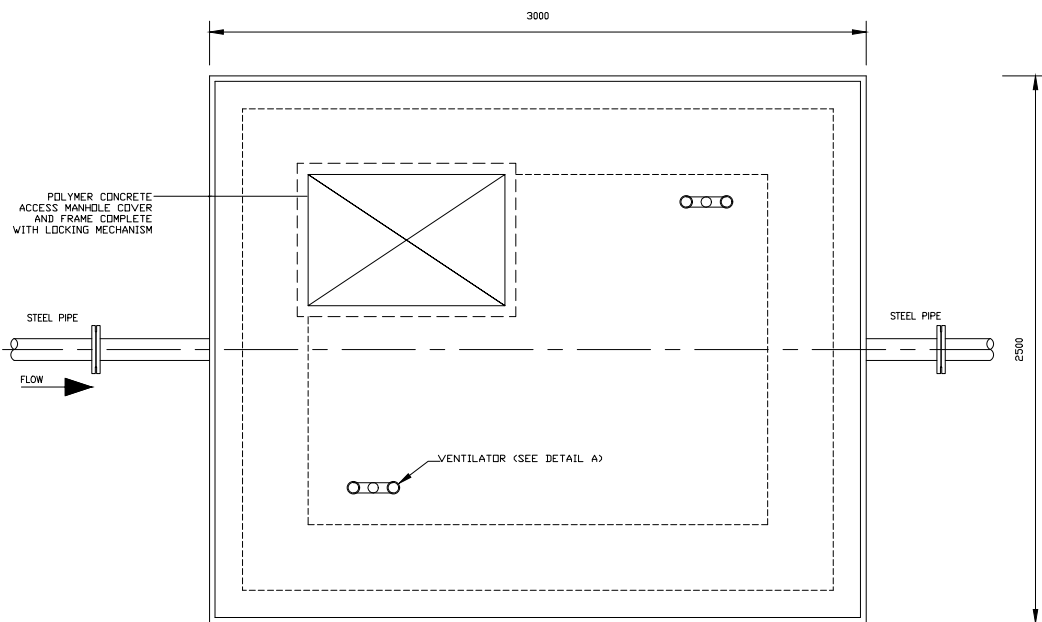
PLAN  
SCALE 1:25  
DETAIL OF MANHOLE COVER



VIEW B  
SCALE 1:5



SECTIONAL PLAN  
SCALE 1:25



STRAINER VALVE CHAMBER PLAN  
SCALE 1:25

#### GENERAL NOTES:

1. ALL FLANGES TO BE DRILLED TO SABS 1123 TABLE 1600.
2. CONCRETE SLABS CLASS 25/19
3. ALL EXPOSED CORNERS TO BE CHAMFERED 25mm
4. COVER TO ALL REINFORCEMENT- 40mm MIN.
5. ALL STEELWORK TO BE HOT-DIPPED GALVANIZED TO SABS- ISO 1461 1999.
6. AIR VENTILATION HOLES MUST BE COVERED ON THE INSIDE WITH EXPANDED SHEETING 'MENTAX' HAVING A MAXIMUM 8x10mm OPENINGS 2mm WIDE x 1mm THICK STRANDS. THE SHEETING SHOULD BE INSTALLED WITH 6mm DIAMETER SCREWS AND PLUGS.
7. ALL STEEL PIPES AND PIPE SECTIONS TO BE MILD STEEL TO SABS 62 MEDIUM DUTY - WITH FLANGES TO SABS 1123. THE PIPE SECTIONS TO BE PROTECTED BY EITHER HOT-DIP GALVANIZING (TO SABS- ISO 1461: 1999) OR BY INTERNAL AND EXTERNAL COATING WITH KSIR 88 EPOXY COATING (THREE LAYERS OF 125micron EACH).
8. ALL UNDER GROUND STEEL FITTINGS AND GALVANIZED PIPES TO BE PROTECTED AGAINST CORROSION BY WRAPPING IT IN DENSOL TAPE WITH 55 OVERLAPPING.

MATERIAL SCHEDULE - DN150 FLOW VALVE CHAMBER						
ITEM No.	SIZE (mm)	QTY.	MATERIAL	DESCRIPTION	STEEL GRADE	FLANGE DRILLING
1	ND 150	01	STEEL PIPE	1010mm LONG STEEL PIPE WITH PUDDLE FLANGE. BOTH END FLANGED SABS 1123-2500/3	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SABS 1123	TABLE 16
2	ND 150	01	STEEL PIPE	1260mm LONG STEEL PIPE WITH PUDDLE FLANGE. BOTH END FLANGED SABS 1123-2500/3		
3	ND 150	01	STANDARD ITEM	DN100 STRAINER VALVE (SV)		
4	ND 150	01	STANDARD ITEM	DN100 FLOW CONTROL VALVE		
5	ND 150	01	STEEL PIPE	300mm LONG STEEL PIPE WITH BOTH ENDS FLANGED BOTH ENDS	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SABS 1123	
6	ND 150	01	GATE VALVE	STANDARD ITEM		
7	ND 150	01	V.J COUPLING	STANDARD ITEM		

MATERIAL SCHEDULE - DN100 FLOW VALVE CHAMBER						
ITEM No.	SIZE (mm)	QTY.	MATERIAL	DESCRIPTION	STEEL GRADE	FLANGE DRILLING
1	ND 100	01	STEEL PIPE	1010mm LONG STEEL PIPE WITH PUDDLE FLANGE. BOTH END FLANGED SABS 1123-2500/3	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SABS 1123	TABLE 16
2	ND 100	01	STEEL PIPE	1260mm LONG STEEL PIPE WITH PUDDLE FLANGE. BOTH END FLANGED SABS 1123-2500/3		
3	ND 100	01	STANDARD ITEM	DN100 STRAINER VALVE (SV)		
4	ND 100	01	STANDARD ITEM	DN100 FLOW CONTROL VALVE		
5	ND 100	01	STEEL PIPE	300mm LONG STEEL PIPE WITH BOTH ENDS FLANGED BOTH ENDS	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SABS 1123	
6	ND 100	01	GATE VALVE	STANDARD ITEM		
7	ND 100	01	V.J COUPLING	STANDARD ITEM		

MATERIAL SCHEDULE - DN80 STRAINER VALVE CHAMBER						
ITEM No.	SIZE (mm)	QTY.	MATERIAL	DESCRIPTION	STEEL GRADE	FLANGE DRILLING
1	ND 80	01	STEEL PIPE	1010mm LONG STEEL PIPE WITH PUDDLE FLANGE. BOTH END FLANGED SABS 1123-2500/3	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SABS 1123	TABLE 16
2	ND 80	01	STEEL PIPE	1260mm LONG STEEL PIPE WITH PUDDLE FLANGE. BOTH END FLANGED SABS 1123-2500/3		
3	ND 80	01	STANDARD ITEM	DN80 STRAINER VALVE (SV)		
4	ND 80	01	STANDARD ITEM	DN80 FLOW CONTROL VALVE		
5	ND 80	01	STEEL PIPE	300mm LONG STEEL PIPE WITH BOTH ENDS FLANGED BOTH ENDS	GRADE B STEEL PIPE (4.5mm THICKNESS) EPOXY COATING FOR CORROSION PROTECTION TO SABS 1123	
6	ND 80	01	GATE VALVE	STANDARD ITEM		
7	ND 80	01	V.J COUPLING	STANDARD ITEM		

No	DATE	REVISION	CONSULT	DIR
A	10/2021	FOR TENDER	F.M	

NOTES				

DESIGNED BY	F.M
CHECKED BY	A.C
DRAWN BY	T.T
CHECKED BY	F.M

CLIENT	SEKHUKHUNE DISTRICT MUNICIPALITY 3 WEST STREET GROBLERSDAL 0409
TEL: 013 262 7300 FAX: 013 262 3688	

CONSULTANT	HWA 24A RISSIK STREET JOLANDER 0699
TEL: 015 297 5906 FAX: 086 246 0744 EMAIL: samin@hwaeng.co.za	

PROJECT NAME	DE-HOOP/MALEKANA WATER SCHEME (FETAKGOMO-TUBATSE LOCAL MUNICIPALITY)
DRAWING TITLE	FLOW CONTROL VALVE DETAILS

DRAWING No.	18012-6.5-10
SCALE	AS SHOWN
REVISION No.	A
CONTRACT No.	SK8/3/1-23/2021/22
SHEET No.	SHEET 2 OF 2