



RUSTENBURG LOCAL MUNICIPALITY

CONTRACT NO: RLM/OMM/0166/2024/25

**RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325)
IN MARIKANA CENTRAL BUSINESS DISTRICT.**

DATE:.....

NAME OF BIDDER:

BID PRICE: (VAT Incl)

Prepared by:

**RUSTENBURG
LOCAL MUNICIPALITY
CNR BEYERS NAUDE AND MANDELA DRIVE
RUSTENBURG
014 590 3111**

BID CLOSES:

DATE: 08 SEPTEMBER 2025 TIME: 09H00

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Employer

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Witness 2

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	<div>POSTAL CODE</div> <div></div>
STREET ADDRESS (PHICAL ADDRESS)	
	<div>POSTAL CODE</div> <div></div>
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	
CRS NUMBER	
BID INFORMATION (TIME AND DATE OF CLOSER)	DATE: TIME:
BID PRICE (VAT INCLUSIVE)	

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BID PROCESS CRITERIA LIST

RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT.

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TENDERING PROCEDURES:
DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

A bid not complying with the requirements stated hereunder will be regarded as an “Unacceptable bid”, and as such will be rejected.

“Unacceptable bid” means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid will not be acceptable if:

1. Any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. The bid document is completed using a pencil or any other colour ink. Only black ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
3. The bid has not been properly signed by the designated signatory contained in the tender document.
4. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. The bidder or any of the partners has in the last five years failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of the state after written notice was given to that bidder that performance was unsatisfactory.
7. The bidder has abused the Rustenburg Local municipality’s Supply Chain Management System.
8. The bidder failed to complete and sign and / or disclosing of wrong information in any of the declaration forms.
9. The bidder has failed to fully complete and sign the MBD 4 form.
NB! In the case of multi directors or joint venture, bidders must submit separate MBD 4 declaration forms for each director
10. The bidder has failed to fully complete and sign the MBD 5 form.
NB! In the case of joint venture, bidders must submit separate MBD 5 declaration forms for each JV partner.
11. The bidder has failed to fully complete and sign the MBD 6.1 form. (except for the table indicating how points will be claimed)
12. The bidder has failed to fully complete and sign the MBD 8 form.
13. The bidder has failed to fully complete and sign the MBD 9 form.
14. The bidder has failed the signatory resolution form.
15. The bidder has failed to fully complete and sign the compulsory enterprise questionnaire (CIDB) form.
16. The bidder has failed to fully complete and sign the form of offer (CIDB).
17. The document is completed electronically and or electronically signed.

18. The bidder fails to attach the following documents:

- A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
- CSD registration documents proving registration was done 7 days before tender closing
- Audited Financial Statements where the bidder has answered yes on question 1 of MBD 5

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- Required CIDB Grading Certificate (where applicable).
- Originals sworn affidavits and or certified documents (where applicable).
- The authority of signatory is not submitted (printed on bidder's letter head).
- The bidder failed to attach a copy of a valid signed Joint Venture Agreement (if applicable) to the bid document.

NB! It is compulsory for the Joint Venture Agreement to have the following minimum compulsory information:

- ✚ Company names and registration numbers for the partners,
- ✚ Indication of who the lead partner is,
- ✚ Percentage sharing of the Joint Venture,
- ✚ Indication of the address where the Joint Venture will be operating from

- **Municipal rates and taxes statements of the directors**

- ✚ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or,
- ✚ Valid lease agreement of the director/s with all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, lessee' responsibilities, amounts related to the lease, address of the leased premises, signatures etc) and a municipal rates and taxes statement if the lessee is responsible for payment of rates and taxes, or,
- ✚ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✚ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

- **Municipal rates and taxes statements of the company**

- ✚ Current municipal rates and taxes statement in the names of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
- ✚ Valid lease agreement of the company (showing all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, lessee' responsibilities, amounts related to the lease, address of the leased premises, signatures etc) and a municipal rates and taxes statement if the lessee is responsible for payment of rates and taxes, or
- ✚ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✚ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

- ✚ **NB!!**

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report

- ✓ For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure.
- ✓ For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure.

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19. The bidder fails to comply with:

- Bidders must submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)
- Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

VERIFICATION OF DOCUMENTS AND INFORMATION.

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- CIDB Grading will be verified.

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BID NOTICE

RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT.

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TENDER ADVERTISEMENT

<u>BID NO.</u>	<u>DESCRIPTION</u>	<u>DOC. FEES (NON-REFUNDABLE)</u>	<u>EVALUATION CRITERION</u>	<u>ENQUIRIES</u>	<u>COMPULSORY BRIEFING SESSION</u>	<u>CLOSING DATE</u>
RLM/OMM/016 6/2024/25	Re-Advert: Appointment of a contractor for the Construction of Marikana Road (D1325) in Marikana central Business district.	<u>TENDER DOCUMENT AMOUNT</u> R 5 000.00 <u>REFERENCE NUMBER:</u> 0166+Company name <u>BANK NAME</u> Standard Bank <u>ACCOUNT NUMBER:</u> 033 054 657	❖ Administrative evaluation (document completion and. ❖ attachment of all mandatory documents as listed in the tender document) to include all necessary certifications. ❖ CIDB Grading of 7CE or higher ❖ Functionality minimum qualifying score of 70 out of a maximum of 100 points ❖ 80/20 preferential point system (price = 80 & Specific goals = 20) NB! That no other evaluation criterion should be used	<u>TECHNICAL</u> Mr. L. Mokoka 014 590 3098 lmokoka@rustenburg.gov.za <u>SCM</u> Ms. J. Masinga 014 590 3123 jmasinga@rustenburg.gov.za Bidders who previously bought the tender document of the below mentioned tender must attach their previous Proof of Payment. Payment will be verified	N/A	<u>Date:</u> 08 September 2025 <u>Time:</u> 09:00

- Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.
- All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.
- The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.
- Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.
- Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - reasons and/or grounds for the objection or complaint.
 - the way in which the objector or complainant's rights have been affected; and
 - the remedy sought by the objector or complainant
- Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
- Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
- Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.

TERMS OF REFERENCE (SPECIFICATIONS)

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

C3: Scope of Work**3.1 DESCRIPTION OF THE WORKS****3.1.1 Employer's objectives**

Rustenburg Local Municipality has a constitutional mandate to deliver quality services in consultation with all relevant stakeholders. Throughout the entire life span of the project, the Rustenburg Local Municipality endeavours to ensure maximum community participation to foster the sense of ownership. The execution of this project is not an exception. The Contractor who is appointed for this project is expected to enhance the Employer's drive for Community participation and involvement.

3.1.2 Overview of the works

The project involves the rehabilitation of approximately 2.139 km of Marikana CBD road (D1325), along with Sidewalks and drainage system to the standards in line with the South African National Standards (SANS).

3.1.3 Extent of the works

The work to be carried out by the Contractor under this contract comprises mainly the following key activities but not limited to:

PRELIMINARIES & GENERALS**1. HEALTH & SAFETY**

Allowance for all health and safety requirements as deemed necessary for the successful execution of the project

2. TEMPORARY WORKS & PLANT

Plant, equipment, sheds, offices and main notice board

3. HOUSEKEEPING AND COMPLIANCE WITH PRINCIPAL AGENT SITE RULES

The contractor will be responsible for a high standard of housekeeping in his site establishment, delivery of materials and goods, and removal of rubble, debris, etc, storage areas and construction working areas to the approval of the Principal Agent

4. Remuneration of Community Liaison Officer (CLO) for the duration of the contract/project (per site, per month)**5. Contractor's establishment on site****6. Construction of a road. The layer works will be as follows:****7. In-situ Road Bed (G9) 150mm****8. Selected Layer (G7) 150mm****9. Lower Subbase (Stabilized C3) 150mm****10. Upper Subbase (Stabilized C3) 150mm****11. Surfacing (Asphalt surfacing) 40mm****12. Construction 2m width sidewalks,****13. Installation of Fig.7 non-mountable kerbs,****14. Installation of Edge beam restrained****15. Installation of stormwater pipes, manholes, and kerb inlets****16. Compliance with EMP requirements****17. Compliance with OHS act requirements****18. Training of temporary workforce****19. Housing, offices and laboratories for the engineer's personnel.**

3.1.4 Location of the works

The project site is located in Marikana Central Business District- Road number D1325 from the KM 0 (Railway line) to KM 2.139 (Near Marikana Police Station), in the jurisdiction of Rustenburg Local Municipality. Marikana CBD is approximately 38 kilometres from Rustenburg city centre. The township can be accessed from N4 and Karee Road.

The location of the site camp and site access to be proposed by the successful tenderer and agreed by the Employer and Employer's Agent.

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. Choosing a location for the site camp shall be the responsibility of the successful tenderer assisted by the municipality

3.1.5 Delivery of materials and equipment

It is the responsibility of the Contractor to take delivery, off-load, store and move into their permanent position all equipment and materials covered under this contract. The Contractor shall, at its own expense, be responsible for the delivery to the Site of imported plant and equipment, materials and Contractor's plant and equipment in connection with the execution of the works, including but not limited to securing of permits and customs clearances, and payment of handling costs, storage costs, releasing costs, transportation costs, and duties, taxes, imposts, excise and charges of any kind that the South African Government may impose, or any of its agencies and political subdivisions relating to the supply and delivery to the Site of the imported plant and equipment, materials and Contractor's plant and equipment.

3.1.6 Temporary Works

The Contractor shall, as relevant:

1. Clear site and surroundings to create accessible working areas as required
2. Provide temporary drainage works, temporary pumps and other equipment as may be necessary for the protection, draining and dewatering of the works.
3. Construct and maintain haulage, temporary access and construction roads with their required storm water systems, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads. Where suitable, the primary haulage roads will be graded and re- gravelled where necessary towards the end of the contract to form a future maintenance road.
4. Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be in an approved position and subject to the approval of all authorities concerned.
5. Safety and security of the Contractors' temporary works shall be at the Contractors' discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
6. The camp shall be adequately guarded during and outside working hours
7. The temporary works include:
 - The works required to locate, verify and protect existing services within the works area.

The works must:

- Be such to ensure no or limited interruption to the operation of the all existing services , and must further ensure limited interruption to vehicular and pedestrian traffic; and
- Be such that existing storm water flow shall not be impeded during survey and construction activities.

8. Protection of excavations

Further, the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

3.2 ENGINEERING

3.2.1 Drawings

The Contractor shall use only the dimensions stated in figures on the drawings in setting out the works, and dimensions shall not be scaled from the drawings, unless required by the Employer's Agent/ Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis. All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume, issued for the bidding purposes. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

3.2.2 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent works or temporary works, he/she shall supply full working drawings supported by a professional engineer's design certificate.

3.2.1 PROCUREMENT

3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions pertaining to preferences granted in accordance with the preferencing schedule. Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for BBBEE rating.

3.3.2 Contractors Personnel

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), from the various communities that are established in proximity to the Works or which will be consumers from the Scheme.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

3.3.3 Temporary Workforce

The Contractor shall employ labour from the local communities through the Labour Desk(s). Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of clause C3.2.1.

The Labour Desk(s) shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors. The Labour Desks shall also assist and advise regarding conditions of employment, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor or sub-contractor.

The Contractor and its sub-contractor shall adhere to the statutory minimum wage rates, they are however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;

- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding :
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

3.3.4 Local Content

The promotion of the use of local content is required in the execution of this project. This will be achieved by the use of local labour and local sub-contractors in the construction of works equivalent to thirty percent (30%) of the total cost of works are to be constructed. The following limits apply:

- Construction by subcontractors may constitute a maximum of 25% of the total local content works.
- Construction using labour intensive construction methods and employing locally (within Marikana and its surrounds) labour must make up 75% the total local content works.

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed and supplemented only to the extent necessary and unavoidable by the Contractors key personnel, unless otherwise instructed by the Engineer.

The portions of the Works to be executed using labour intensive construction methods are:

- clearing and grubbing of the Site;
- exposing existing services;
- pipe laying
- Mixing, transporting, placing and finishing of small concrete works
- dismantling and re-erection of fences; and
- cleaning and tidying up of the Site.

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

3.3.5 Subcontracting

3.3.5.1 The Contractor shall sub-let to sub-contractors' appropriate portions of the works. A sub-contract agreement shall be signed between the contractor and each of its sub-contractors.

3.3.5.2 The Contractor shall be responsible for all work carried out by sub-contractors on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

3.3.5.3 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill.

Without limiting the generality of application of this clause, circumstances which may be considered by the Engineer to warrant such authorization include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify sub-contractors for portions of the Works as specified, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

3.3.5.4 The Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

3.3.6 Sub-contractor

To qualify as a sub-contractor the following requirements shall be applicable:

- Registration with the CIDB in the min class of CE registration applicable for a particular amount of work
- Submit an original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette No. 34350 dated 8 June 2011),
- Submit a valid VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Submit a valid Workmen's Compensation Certificate, Act 4 of 2002,
- Submit a valid Unemployment Insurance Certificate, Act 4 of 2002,
- Submit a Certificate of Incorporation (if a Company),

- Submit a Founding Statement (if a Closed Corporation),
- Submit a Partnership Agreement (if a Partnership),
- Submit an Identity Document (if a One-man concern),
- Submit a Joint Venture Agreement (if a Joint Venture),
- Submit monthly proof of SARS PAYE in respect of all labourers
- Submit a Curriculum vitae of the person who prepares the Health and Safety Plan,
- Curriculum vitae of the Health and Safety Officer to be appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- Provide all work clothes, safety equipment and tools required for the execution of the Works
- The minimum amount of liability insurance cover required will be R 1 000 00.00 per event, the number of events being unlimited.
- Payment of all amounts due to the local sub-contractor by the Contractor shall be subject to the same retention conditions as applicable the Contractor.
- The sub-contractor shall deliver to the Contractor a performance guarantee of an insurance company or a bank to be jointly and severally bound with the sub-contractor for an amount equal to the same guarantee conditions as applicable to the Contractor
- Submit payments certificates to the Contractor at a frequency of once a month with payment made by the Contractor within seven days after the Employer paid the Contractor.
- The Contractor and its sub-contractor shall enter into a SAFCEC (or similar) sub-contract agreement.

3.3 CONSTRUCTION

3.3.1 WORK SPECIFICATIONS

Applicable SANS 1200 Standard Specifications

The Standard specifications on which this contract is based are the standardized specifications for Civil Engineering Construction (SANS 1200) of the South African Bureau of Standard (SABS).

The following SANS 1200 Standard Specifications for Civil Engineering Construction shall form part of this contract and are available at the expense of the Contractor from the SA Bureau of Standards,

Private Bag X191 Pretoria,

SANS 1200 A - General

SANS 1200 AB - Engineer's Office

SANS 1200 C	-	Site Clearance
SANS 1200 D	-	Earthworks
SANS 1200 DA	-	Earthworks (Small works)
SANS 1200 DB	-	Earthworks (Pipe trenches)
SANS 1200 G	-	Concrete (Structural)
SANS 1200 L	-	Medium -pressure pipeline
SANS 1200 LB	-	Bedding (Pipes)
SANS 1200 DM	-	Earthworks (Roads, Subgrade)
SANS 1200 ME	-	Subbase
SANS 1200 MF	-	Base

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

PA : Fencing
PB : Building work
PC : Silt fence
PD : Soil improvement of structure foundations
PE : Horizontal directional drilling
PJ : Specification for steel pipes, fittings, coatings and linings
PLI : Particular specification for generic labour-intensive specification
PSVB : Fencing (Diamond Mesh Fence)
PQA : Cleaning of Concrete Water Retaining Structures
PQB : Concrete Structural Repairs
PQC : Concrete Waterproofing and Protective Coatings
PQD : Concrete Joint Sealing and Repairs
PDA : Dynamic Compaction
PDB : Blasting requirements
PDC : Repair of sinkholes
PDD : Exploratory drilling for engineering geological investigation
PDE : Subsurface grouting
PDF : Demolishing of structures
OHS : Occupational Health and Safety (To be supplied as Annexures)
EMP : Environmental Management Plan (To be supplied as Annexures).

C3.4.1.2 Supporting Specifications

The following standards and codes of practice are referred to in this specification:

API 5L : Specification for Line Pipe

API 1104 : Standard for Welding Pipelines and Related Facilities

BS 534 : Specification for Steel pipes, Fittings and Specials for water, gas and sewage

BS 2815 : Specification for compressed asbestos fibre jointing

SANS 62 : Steel pipes (Parts I and II)

SANS 455 : Covered electrodes for the manual arc welding of carbon and carbon manganese steels

SANS 471 : Portland Cement (Ordinary, Rapid hardening and Sulphate-resisting)

SANS 719 : Electric welded low carbon steel pipes for aqueous fluids (ordinary duties)

SANS 1083 : Aggregates from natural sources

SANS 1200L : Civil Engineering Construction: Medium Pressure Pipelines

SANS 1217 : The production of painted and powder-coated steel pipes

SANS 1344 : Medium duty solvent detergent

SANS 1365 : Solvent degreasers containing chlorinated hydrocarbons

SIS 0559 00 : Pictorial surface preparation standards for painting steel surfaces

PW344 : Appropriate Development of Infrastructure on Dolomite – Public Works

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

C3.4.1.5 Trade Names or Proprietary Products

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME,

PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE

ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’ / “OR SIMILAR”.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

A. Water sources

Potable water for construction and domestic purposes

A reticulated potable water supply may/may not be available in the vicinity of the Construction Site.

The responsible water supply authority in the area of the construction site is the Rustenburg Local Municipality.

Should the Contractor, in complying with his obligations in terms of sub clause C3.4.2.2 (B): Water Sources, wish to utilise such water supply, he/she shall make contact with the Employer’s Agent who will make arrangements with relevant authorities to apply for a potable water connection on his behalf for the supply of all water that he/she may require from such reticulation network for construction purposes as well as for domestic consumption.

Where no potable water supply is available in the immediate vicinity of the site, an application for a metered connection at the nearest point shall be submitted. Transporting of water from the nearest available source to the site shall be the Contractors responsibility. Any extension of time due to delays of sourcing water will not be granted.

The Employer's Agent will prepare an Application on the relevant standard forms applicable at the time, together with a Fire Reticulation Plan approved by the Fire Department of the Employer indicating the size of connection required as well as the position and other relevant information such as site location, stand lay-out etc.

The Employer's Agent will submit the completed forms and Approved Fire Plan to the Local Authority for further internal completion and submission to the Water Authority/ Rustenburg Local Municipality for approval and installation.

The Contractor will be responsible for the following costs in terms of the prevalent Fees and Rates as applicable at the time of usage which will be deducted from any payment due to the Contractor:

- Installation costs determined by the Water Authority / Rustenburg Local Municipality
- Cost of all water consumed during contract period until Contractor's site de- establishment including any water loss which may be encountered during construction
- De-installation of water connection if required

The Contractor will at all times be responsible for the safe guarding of the water connection as well as the water meter and ensure that there will be no wastage, damage or un-lawful use of water during the construction and Contractor's use of the connection.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

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.

Potable water for construction and domestic purposes

B. Electricity supply

The Contractor shall make his own arrangement for obtaining power he may require, and be responsible for all costs involved. Any extension of time due to delays of power facilities will not be granted.

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Engineer, produce proof of such compliance.

i. ALTERNATIVE 1 – Reticulated electrical supply available

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is:

Name.....

Addressand,

Telephone number of the electrical supply authority.....

Should the Contractor, in complying with his obligations in terms of sub clause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of sub clause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

C. Excrement disposal

The Contractor shall provide portable toilet facilities for all his employees and shall maintain them in a clean and hygienic state at all times to the satisfaction of the Council's Medical Officer of Health. The cost of establishing and maintaining of portable toilets is provided for in the Bills of Quantities. The requirements of the Construction Environmental Management Plan (CEMP) must also be followed.

i. ALTERNATIVE 1 – Water-borne sewage disposal available

A reticulated water-borne sewage disposal system exists in the vicinity of the Site.

Name.....

Addressand,

Telephone number of the electrical supply authority.....

Should the Contractor, in complying with his obligations in terms of sub clause C3.4.2.2(d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of sub clause C3.4.2.2(d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

D. Area for contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the

Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

C3.4.2.2 Facilities provided by the Contractor

A. Facilities for the Employer's Agent

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 bidden 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 (1) office for the exclusive use of the Employer's Agent. Such office(s) shall comply with and be furnished in accordance with the requirements of sub clause 3.2 of SABS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of sub clause 5.2 of SABS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

(ii) Carports

The Contractor shall provide on Site for the duration of the Contract, carports for the sole use of the Engineer and his staff. The carport area shall be at least 5m by 2.5m and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Engineer's office.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of fifteen (15) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract Name boards

The Contractor shall provide, erect and maintain two (2) contract name boards at such positions and locations as are directed by the Employer's Agent, in accordance with the requirements set out in SABS 1200 AB (as amended).

The Contractor shall before ordering or manufacturing any such contract name boards, obtain the Employer's Agent's written approval in respect of all names and wording to appear on the contract name boards.

All name boards shall be removed 14 days prior to the date of Final Approval Certificate.

(v) 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 Nylon tape measure;
- 1 \pm 2 kg hammer.

Whenever reasonably required by the Employer's Agent, the Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), make available to the Employer's Agent or his representative, the following additional survey equipment:

- 1 Total station with tripod;
- 1 Survey staff for total station;

- Survey assistants

The Contractor shall, in accordance with the requirements of sub clause 5.5 of SABS 1200 AB, make available to the Employer's Agent, two (2) survey assistants.

(vi) Telephone facilities

The Contractor shall, in accordance with the requirements of sub clauses PSAB 4.1 and PSAB 5.4 of the Project Specifications, provide on Site for the duration of the Contract, the following telephone facilities for the use of the Engineer and his Representative:

- Cell phones

Number of cell phones required: one (1)

(vii) Computer facilities

The Contractor shall provide the following computer facilities together with the specified software installed, for the exclusive use of the Employer's Agent and his staff, in accordance with the requirements of SANS 1200 AB (as amended):

- 1 computer
- 1 printer.

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 Employer's Agent's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Employer's Agent.

(viii) Electricity supply for the Employer's Office/ Facilities

All electricity supply to the Employer's Agent 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 Employer's Agent.

The Contractor shall be liable for and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the Employer's Agent 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 Sub clause 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.

(ix) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

C3.4.2.3 Site usage

The usage of the site is reserved for this contract as well as Rustenburg Local Municipality officials for operation and maintenance.

C3.4.2.4 Permits and wayleaves

The contractor, with the assistance of the engineer, shall be responsible to obtain all the wayleaves required under this Contract. The contractor shall comply with the conditions (if any) of the following possible affected service owners/authorities

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name. Other service providers have a deposit fee before any works resume around their services, the Contractors might be required to pay for these fees upfront. The cost is part of the re-allocation of services. The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.4.2.5 Features requiring special attention

(a) Safety Regulations

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe. The camp and construction site will be locked after hours to ensure safety of passers-by. No additional payment will be made to the Contractor for complying with these requirements.

(b) Safety

Since the construction occurs in all the areas of the City of Ekurhuleni, the Contractor must take the safety of the public into account during the planning and execution of the works. All open trenches, services, material and machines must be protected and clearly marked.

(c) Finishing and Trimming

Progressive and systematic finishing and trimming will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring, the Employer's Agent shall have the right to withhold payment for as long as deemed.

(c) Known Services

The position of existing services, insofar as it will be known, are shown on the drawings. The Contractor shall note that although the drawings have been prepared using available information they show only the approximate positions of existing services and shall be a guide only. The Contractor's attention is drawn to clause 5.4 of SANS 1200A. Items have been allowed in the Bill of Quantities for dealing with and protecting existing services.

(d) Dealing with Water

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater, water as a result of a burst water pipe in the vicinity of the works.

No additional payment will be made and it will be deemed to be included in the rates of the relevant items.

(e) Survey Beacons

Reference marks with levels and coordinates will be indicated on the drawings and have been placed on site. The Contractor's attention is drawn to clause 5.1.2 of SANS 1200 A

(f) The Local Community

The local community from which the local labour is to be recruited is the Ward in which the project is located.

(g) Site maintenance

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.

(h) 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 Employer's Agent 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 Employer's Agent 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 Employer's Agent 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 Employer's Agent 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 Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent

(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 bidded 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 Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Employer's Agent, 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 Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(j) Subcontractors

After the appointment of the subcontractors, all matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent 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 Employer's Agent will not become involved.

(k) 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 sub clause 5.2.2.2 of SABS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

(l) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld and should timeously be obtained from the Head of Department: Roads and Stormwater)), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible.

Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions and SHALL comply with SARTSM and the OHS Act).

(m) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Employer's Agent's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day

B. Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination interms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

C. Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

D. Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

E. Notices, signs and barricades

All notices, signs and barricades may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

F. Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6 Extension of time due to 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:

Month	R _n (mm)	N _n (days)
January	130,1	4
February	94,2	3
March	75,1	2
April	60,3	2
May	9,8	0
June	5,9	0
July	1,6	0
August	7,2	0
September	18,8	0

October	57,5	2
November	89,4	3
December	105,8	3
TOTAL	655,7	19

$$V = (Nw - Nn) + (Rw - Rn)/X$$

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.

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 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 Sub-clause 15.12.1 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 10 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 Sub-clause 5.12.1 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

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 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 45.1 and Clause 10 of the Conditions of Contract.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the employer

The Employer shall not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Sub-clause 7.4.1 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub-clause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

As required by the works to be done, and not limited to i.e. (Excavator, TLB, Grader (120G or equivalent), Compactors (D72Y or equivalent) Water tanker, Trucks, Tower Crane and Concrete pump).

C3.4.4.2 Equipment provided by the employer

None

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

During the construction of the pipelines stormwater pipe culverts and existing water pipelines will be crossed. The Contractor must, before commencing with any earthworks, ensure that he applies for a Wayleave from the relevant Rustenburg Local Municipality Department (if earthworks are within a road reserve) in order that the Contractor is aware of where all the existing services are, if any. These services are to be properly exposed and protected during the period of construction. The client reserves the right to, should there be any claims with regard to the Municipal services damaged by the Contractor or through his negligence, recuperate such monies directly from progress payment.

C3.4.5.2 Treatment of existing services

Existing services shall be exposed by hand and be clearly marked.

C3.4.5.3 Use of detection equipment for the location of underground services

A drawing will be issued to the contractor indicating existing services detected by a previous service detection survey.

C3.4.5.4 Damage to services

The contractor shall be responsible for repairing damage existing services at the contractors own expense.

C3.4.5.5 Reinstatement of services and structures damaged during construction

All services damaged during construction shall be repaired and reinstated to original condition at the contractors own expense.

C3.4.6 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

SANS 1200 A	-	General
SANS 1200 AB	-	Engineer's Office
SANS 1200 C	-	Site Clearance
SANS 1200 D	-	Earthworks
SANS 1200 DA	-	Earthworks (Small works)
SANS 1200 DB	-	Earthworks (Pipe trenches)
SANS 1200 G	-	Concrete (Structural)
SANS 1200 L	-	Medium -pressure pipeline
SANS 1200 LB	-	Bedding (Pipes)
SANS 1200 ME	-	Subbase
SANS 1200 MF	-	Base

VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

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

PSA : GENERAL (SABS 1200A)

PSA 2 INTERPRETATIONS

PSA 2.3 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 standardized specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning.”

c) 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 of Completion.

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the work, adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.”

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING:

“All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not.”

ADD THE FOLLOWING SUB-CLAUSE:

PSA 3.3 ORDERING OF MATERIALS

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

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

“The Contractor’s attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective

silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUBCLAUSE

4.2:

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Construction Site. Only night-watchmen may be on the Site after hours."

DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUBCLAUSE 4.2 AND ADD THE FOLLOWING:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUBCLAUSE

5.1.2 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with."

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.1.2:

"The Contractor and the Employer's Agent shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

REPLACE THE THIRD SENTENCE OF SUBCLAUSE 5.1.2 WITH THE FOLLOWING:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered

Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act. The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provisions always that the Contractor shall not be held liable for the cost of replacement of pegs which:

(a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and

(b) the contractor can prove beyond reasonable doubt to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE “Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)” *WITH* “Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended,” *AND INSERT THE FOLLOWING* *AFTER* “(Act No. 27 of 1956)”: “as amended.”

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of Existing Services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer’s Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Employer’s Agent offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer’s Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of sub Clauses 4.4 of GCC 2015 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as ‘known services’ and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Employer’s Agent without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Employer’s Agent immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

(a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and

(b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor’s operations or by the lack of proper protection.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor’s operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Employer’s Agent the Drawings as aforesaid. These costs shall be deemed included in the Contractor’s other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.4.2 Protection During Construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Employer's Agent, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of Subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

PSA 5.4.3 Alterations and Repairs to Existing Services

Unless the contrary is clearly specified in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

PSA-5.5 Dealing with water on the works

ADD THE FOLLOWING PARAGRAPH:

"It shall be noted that any claim for extension of time or for additional compensation dealing with water on the Works will not be considered, as this payment item shall be deemed to take in account of all additional resources or costs that may be required or incurred. The Contractor shall be deemed to have acquainted himself with the site conditions during tender stage. This will include the diversion of rivers to accommodate the laying of pipes through rivers."

PSA 5.7 Safety

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items),

provide the following:

(a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times. Medical Checks or Fitness should also be included;

(b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;

(c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;

(d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;

(e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Employer's Agent shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 5.11 be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Employer's Agent in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Clause 9.2.1.3.5 and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2.

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 5:

PSA 5.9 Site Meetings

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

PSA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

PSA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the drawings or, if changed, as finally prescribed by the Employer's Agent, without any allowance for the specified tolerances. Except if otherwise specified all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed."

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Employer's Agent may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 TESTING

PSA 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

“Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer’s Agent of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Employer’s Agent;
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer’s Agent;
- (d) Any other laboratory that the Employer’s Agent approves in his absolute discretion.”

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and General Item or Section

PSA 8.1.2.1 Contents

REPLACE THE CONTENTS OF SUBCLAUSE 8.1.2.1(a) WITH THE FOLLOWING:

“Preliminary and General items or sections of the schedule of quantities is provided to cover the Contractor’s charges for compliance with the requirements of the conditions of contract and with this specification, as well as his charges for the provision, maintenance and removal of his site establishment and for the provision of such Engineers offices and facilities as are specified, for the scope of Construction of a tower and associated works and interconnecting pipe works.

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

“Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor’s preliminary and general costs.”

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-Charge and Value-Related Items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

PSA 8.2.1 Fixed-charge Items

Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) TWENTY-FIVE PER CENT (25%) for providing sureties;
- (b) TWENTY-FIVE PER CENT (25%) for providing insurance of the works and plant;
- (c) TWENTY-FIVE PER CENT (25%) for providing third party and public liability insurance; and
- (d) TWENTY-FIVE PER CENT (25%) for providing compliance to Workmen’s Compensation Act and COIDA.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender. The contractual requirements will be adjusted proportionally as per the size and value of the project. The latter will be negotiated per project award. If any of the above items are outstanding, the Contractor may not commence with works and these item will not be paid.

PSA 8.2.2 Time-Related Items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED CHARGE

ADD THE FOLLOWING NEW PAYMENT ITEMS TO CLAUSE 8.3.2

PSA 8.3.2.1 FACILITIES FOR EMPLOYER'S AGENT

The Contractor is to provide one furnished site office for the use of the Employer's Agent and his representatives to the requirements of SANS 1200 B 3.2 or similar approved. A monthly time-related provisional sum has been included in the Schedule of Quantities to cover the rental costs of accommodation for the Employer's Agent. These amounts shall be payable by the Contractor to the Employer's Agent according to the provisional sums allowed and upon receipt of a tax invoice for such

amounts.

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract for the use of the Employer's Agent. The floor shall consist of crushed aggregate to alleviate dust and muddy conditions or similar approved.

a) Furnished Office.....Unit: Sum

The Contractor shall provide, furnish and equip one or more offices (as scheduled) for the use of the Employer's Agent.

Each office shall be weatherproof, shall have a wooden boarded floor that is at least 150 mm above the ground, 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. Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions.

Office building shall be painted with an approved paint after erection and the paintwork shall be maintained during the contract period.

Each door shall be provided with a lock and two keys.

The sitting of all offices shall be to the Employer's Agent's satisfaction and shall be decided upon in consultation with him/her and confirmed in writing before erection.

The offices shall comply with the following requirements.

<u>Dimensions</u>	<u>Type 1 Office</u>
Minimum floor area	30 m ²
Minimum window area	4.0 m ²
Minimum window area opening	2.4 m ²
Minimum clear height	2.5 m
Shaded parking for vehicles	2

Furniture and Equipment

Each office shall be equipped with the following:

- (i) Office desk with a surface area of at least 1.5m² with at least 3 drawers one of which can be locked.
- (ii) Two office chairs.
- (iii) One high back office chair.

- (iv) a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers
- (v) Refrigerator (maximum 150 litres).
- (vi) Microwave oven (maximum 30 litres).
- (vii) Sufficient racks and hangers for hanging contract drawings. The hangers shall be of the "Barhold" type, with one hanger to five drawings.
- (viii) Double 80-watt fluorescent light fittings complete with ballast and tubes (2 per Type 1 office).

In addition to the above the Type 1 office shall be equipped with the following:

- (i) Conference table large enough to accommodate twelve people and have an area of at least 15m2.
- (ii) Fifteen office chairs.
- (iii) The Contractor shall also supply a toilet for the exclusive use of the Employer's Agent.
- (iv) The Contractor must provide basic survey instruments: dumpy level, tripod stand and staff.
- (v) Time lapse camera x 2
- (vi) Weather station x 1

On completion of the Works, ownership of the buildings, furnishings and equipment shall revert to the Contractor who shall remove them from the Site.

b) CommunicationUnit: Sum

A Cellular phone should be provided for the Employer's Agent Representative for the duration of the contract. The phone should operate with an iOS or Android status and be able to take pictures and connect to the internet.

c) NameboardUnit: Sum

Two (2) nameboards will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording and specifications as prescribed in standard drawing details provided, within one month from the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed, before the last payment certificate shall be approved.

d) Computer facilities.....Unit: Sum

The Contractor shall provide the following computer facilities together with the specified software installed, for the exclusive use of the Employer's Agent and his staff, in accordance with the requirements of SABS 1200 AB (as amended):

- 1 computer (As specified below)
- 1 printer (As specified below)

The computer shall comply with the following minimum specifications:

Operating System: Windows 10, HDMI Input: HDMI-out, USB Ports: 3, Connectivity: Wi-Fi / Ethernet / Bluetooth, Includes: Carry case and Mouse, Processor: Intel i7, Memory: , 32GB RAM minimum, Storage: 1TB HDD(solid state drive), Graphics: Intel HD Graphics 5500, Optical Drive: Built-in DVD drive, Display Size: 15" +

Printers shall, unless otherwise approved by the Engineer, be capable of print, copy scan features (1200x1200dpi resolution, 1200dpi scan resolution, 150 sheet paper input, high speed USB 2.0)

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 Employer's Agent for safekeeping:

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 Employer's Agent's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Employer's Agent.

e) Survey EquipmentUnit: Sum

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the works, which shall also be available for the use of the Employer's Agent and his representatives: 1X100m Steel measuring tape; Steel pegs, shovels, picks etc. which the Employer's Agents Representative may require during the contract. Equipment to verify setting out of works as per Employer's Agent's request.

PSA 8.3.2.2 FACILITIES FOR CONTRACTOR (FIXED-CHARGED RELATED ITEMS)

g) Water supply.....Unit: Sum

This item will include water for Construction (General use and water tightness testing) and consumption of all workers on site, full application fee amount for connection in which the Contractor will apply for.

AND

g) Electric PowerUnit: Sum

This item will include supply of electricity either by generator or fixed electrical connection for Construction and consumption of all workers on site, full application fee amount for connection in which the Contractor will apply for.

AND

j) Plant (General).....Unit: Sum

This item will include costs of providing, establishing, and commissioning on site the following minimum plant requirements:

Excavators (10 to 20 ton) (2 no. off) and

Tipper Trucks (10m3) (2 no. off) and

TLB (2 no. off) and

Concrete Pump (2 no. ff).

k) Plant (Tower Crane)Unit: Sum

This item will include for the establishment costs of a tower crane of capacity and height appropriate for the works. The cost shall include for the establishment, site preparation, base design and construction, transport, erection, load testing, certification, provision of standby power, and dismantling upon completion of the works.

Tower Cranes (2 no. off)

ADD THE FOLLOWING NEW PAYMENT ITEMS TO "CLAUSE 8.3.3: ADDITIONAL FIXED CHARGE OBLIGATIONS":

PSA 8.3.3 Additional Contractual Obligations

PSA 8.3.3.1 Issuing of Notices to consumersUnit: Sum

The sum shall cover the full compensation and cost of supply and delivery of the notices and warnings to customers at least 3 days before a shutdown is to take place in each section of work.

PSA 8.3.3.2 OHS Act ObligationsUnit: Sum

The sum shall cover the full compensation and fixed costs for the compliance with the Occupational Health and Safety Act (85 of 1993), Construction Regulations 2017 and all the requirements stipulated in the Employer's Health and Safety Specifications."

PSA 8.3.3.3 EMP ObligationsUnit: Sum

The sum shall cover the full compensation and all fixed costs for compliance with the requirements of The Employer's Environmental Management Plan.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 8.4. The unit of measurement for all subitems under PSA 8.4 shall be amended from "sum" to "months". The full amount for this item will be compensated for the duration of construction should the contractor complete the works earlier.

PSA 8.4.2 OPERATION AND MAINTENANCE OF FACILITIES ON SITE FOR THE DURATION OF CONSTRUCTION, EXCEPT WHERE OTHERWISE STATED

The tendered amounts for the fixed-charge items in the General Section of the Schedule of Quantities would not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.11 of the General Conditions of Contract (2015).

PSA 8.4.2.1 FACILITIES FOR EMPLOYER'S AGENT (TIME RELATED ITEMS)

a) Furnished Office.....Unit: Sum

The Contractor will be responsible for maintaining the condition of the Employer's Agent Office monthly as specified in PSA 8.3.2.1.a.

b) Cellular Telephone.....Unit: Sum

The Contractor is responsible for maintaining the condition of the cellular telephone as specified in PSA 8.3.2.1.b.

c) Name boards.....Unit: Sum

The Contractor will be responsible for maintaining the condition of the name boards monthly as specified in PSA 8.3.2.1.c.

d) Computer Facilities.....Unit: Sum

The Contractor will be responsible for maintaining the condition of the computer equipment monthly as specified in PSA 8.3.2.1.d.

e) Survey Equipment.....Unit: Sum

The Contractor will be responsible for maintaining the condition of the survey equipment monthly as specified in PSA 8.3.2.1.e.

PSA 8.4.2.2 FACILITIES FOR CONTRACTOR (TIME RELATED ITEMS)

g) Water supply, electric power.....Unit: Sum

The Contractor will be paid out of each monthly payment certificate as per Tendered Rates.

j) Plant (General).....Unit: Sum

This item will include all operating and maintenance costs for the period of the Contract for the following minimum plant requirements:

Excavators (10 to 20 ton) (2 no. off) and

Tipper Trucks (10m3) (2 no. off) and

TLB (2 no. off) and

Concrete Pump (2 no. off).

j) Plant (Tower Crane)Unit: Sum

The rate shall cover the time related costs for the operation and maintenance of the tower crane.

ADD THE FOLLOWING NEW PAYMENT ITEMS AS ADDITIONAL "TIME-RELATED OBLIGATIONS":

PSA 8.4.6 Additional Obligations

PSA 8.4.6.1 OHS Act Obligation.....Unit: Month

The sum shall cover the full compensation and all time related costs for the duration of the contract, for the compliance with the Occupational Health and Safety Act (85 of 1993), Construction Regulations 2017 and all the requirements stipulated in the Employer's Health and Safety Specifications. The cost shall include the salary for a full time OHS Officer for the project. As a minimum requirement the OHS Officer needs to be professionally registered at SACPCMP.

PSA 8.4.6.2 Security services costsUnit: Month

The sum shall cover the full compensation and all costs for a sufficient 24 hour guarded services for the duration of the contract.

PSA 8.4.6.3. Community Liaison OfficerUnit: Month

The rate shall cover full compensation and all costs payable on a monthly basis, to provide a full time suitable experienced Community Liaison Office for the duration of the contract. The rate shall also include the CLO cell phone airtime and data.

PSA 8.4.6.4 EMP ComplianceUnit: Month

The sum shall cover the full compensation and all time related costs for the duration of the contract, for the compliance with the Environmental Management Plan, and all the requirements stipulated in the plan.

PSA 8.4.6.5 Operator and Labour Training.....Unit: Provisional Sum

The sum shall cover the full cost for providing accredited training for targeted labour relevant to the project's scope of works. The Contractor will be responsible to remunerate the labour and operators during these training periods.

PSA 8.5 SUMS STATED PROVISIONALLY BY EMPLOYER'S AGENT

AMEND SUBCLAUSE 8.5.b)1 AND ADD THE FOLLOWING ITEMS:

PSA 8.5.1 a) Electricity installation (nominated sub-contractor).....Unit: Stated Sum

The sum shall include for the Installation and connection fee for power supply to the site, supply and installation (by approved nominated sub-contractor) for the cabling, distribution boards, conductors, sleeves, light switches, socketed outlets, luminaries and equipment, conduit boxes and fittings, testing/commissioning and supply and installation requirements for the new infrastructure.

PSA 8.5.2 a) Safeguarding of excavations as required by the Engineer.....Unit: Stated Sum

The sum shall include for the strutting, shoring and safeguarding excavations.

PSA 8.5.3 a) Control tests by independent.....Unit: Stated Sum

The sum shall include for any additional tests required by the Employer's Agent on soil, concrete, any other material or workmanship by independent laboratories or specialist service providers.

PSA 8.5.4 a) Relocation of existing services by Services utility.....Unit: Stated Sum

The sum shall include for the relocation of existing water mains, gas pipelines, overhead/underground electricity cables, fibre, poles, etc. by the relevant services utility (such as Eskom, Telkom, Communications Companies, etc.) that may not be permitted by the Contractor.

PSA 8.5.5 a) Additional surveys and underground service detection by nominated specialist...Unit: Stated Sum

The allowance shall include for the hiring of specialist equipment or nominated specialist sub-contractors for surveying and/or detection of underground services as required by the Employers Agent.

PSA 8.5.6 a) Provision for training of targeted labourers.....Unit: Stated Sum

The contractor shall provide and facilitate 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.

All training courses shall be CETA accredited and be approved by the Rustenburg Local Municipality Project Manager and

Employers Agent.

PSA 8.5.7 a) Dolomite Investigation.....Unit: Stated Sum

The allowance shall include for the exploratory drilling for engineering geological investigation, dynamic compaction, blasting, repairing of sinkholes, subsurface grouting and demolishing of structures by specialist sub-contractors in dolomitic areas.

PSA 8.5.8 a) Community Liaison Officer.....Unit: Stated Sum

The sum shall cover the cost of the duly elected representatives salary, travel and communication costs for the full duration of the project, as prescribed by the Municipality.

PSA 8.5.9 a) Application for Bulk Water Meter ConnectionUnit: Stated Sum

The sum shall cover the cost for the application, supply meter connection by the Water Local Authority.

PSA 8.7 DAYWORKS

ADD THE FOLLOWING NEW CLAUSES:

PSA 8.7.1 Scope

This section covers the method of measurement and payment for work carried out on a day work basis.

PSA 8.7.1.1 General Requirements

Work will be classified as day work only if the Employer's Agent considers no other rate in the Bill of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under day work in terms of Clause 6.5 of the General Conditions of Contract 2015 will be issued at the discretion of the Employer's Agent. Some or all of the items priced under day work in the Bill of Quantities may possibly not be required for this Contract.

Before ordering any material, the Contractor shall submit quotations to the Employer's Agent for his approval and shall submit such receipts or vouchers to the Employer's Agent as may be necessary for proving the amount claimed.

Rates tendered for dayworks may also be utilised, at the discretion of the Employers Agent, for any deficits that may present itself in the procurement negotiations between the Contractor and local enterprises, in fulfilment of the local contract participation goals outlined in the Contract.

PSA 8.7.1.2 Measurement and Payment - Day works

The day work rates submitted for vehicles and construction equipment, in the Bill of Quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (excluding VAT) and shall apply only to vehicles and construction equipment approved in writing by the Employer's Agent. The rate shall include for maintenance, fuels and oils and other operating costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment. (This is all defined as the wet rate).

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Employer's Agent will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Employer's Agent

or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The ten percent allowed for overheads etc. as per Clause 6.5.1.2.3 of the General Conditions of Contract 2015 shall include full compensation for all administrative costs, supervision, overheads, liabilities and obligations related to the running of the vehicles, constructional plant and equipment.

The tendered percentage shall also include for profit and shall be subject to the Contract Price Adjustment factor laid down in the Contract Data.

Skilled workers will be defined as all construction supervisors. Semi-skilled will be all the contractor's employees reporting to the skilled workers. Unskilled will be all targeted labourers.

PSAB ENGINEERS OFFICE (SANS 1200AB)

PSA 3 MATERIALS

PSAB 3.1 Nameboards

Delete and replace with the following:

Two (2) nameboards will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording and specifications as prescribed in standard drawing details provided, within one month from the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed, before the last payment certificate shall be approved.

PSAB 3.2 Office Building(s)

Delete the first sentence and substitute the following:

The Contractor shall provide, furnish and equip one or more offices (as scheduled) for the use of the Employer's Agent.

Each office shall be weatherproof, shall have a wooden boarded floor that is at least 150 mm above the ground, 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. Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions.

Office building shall be painted with an approved paint after erection and the paintwork shall be maintained during the contract period.

Each door shall be provided with a lock and two keys.

The sitting of all offices shall be to the Employer's Agent's satisfaction and shall be decided upon in consultation with him/her and confirmed in writing before erection.

The offices shall comply with the following requirements.

<u>Dimensions</u>	<u>Type 1 Office</u>
Minimum floor area	30 m2
Minimum window area	4.0 m2
Minimum window area opening	2.4 m2
Minimum clear height	2.5 m
Shaded parking for vehicles	2
Furniture and Equipment	

Each office shall be equipped with the following:

(ix) Office desk with a surface area of at least 1.5m2 with at least 3 drawers one of which can be locked.

(x) Two office chairs.

- (xi) One high back office chair.
- (xii) a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers
- (xiii) Refrigerator (maximum 150 litres).
- (xiv) Microwave oven (maximum 30 litres).
- (xv) Sufficient racks and hangers for hanging contract drawings. The hangers shall be of the "Barhold" type, with one hanger to five drawings.
- (xvi) Double 80-watt fluorescent light fittings complete with ballast and tubes (2 per Type 1 office).

In addition to the above the Type 1 office shall be equipped with the following:

- 1 Conference table large enough to accommodate twelve people and have an area of at least 15m².
- 2 Fifteen office chairs.
- 3 The Contractor shall also supply a toilet for the exclusive use of the Employer's Agent.
- 4 The Contractor must provide basic survey instruments: dumpy level, tripod stand and staff.
- 5 Time lapse camera x 2
- 6 Weather station x 1

On completion of the Works, ownership of the buildings, furnishings and equipment shall revert to the Contractor who shall remove them from the Site.

PSAB 4 PLANT

PSAB 4.1 Telephone

Delete sub-clause and substitute the following:

A cellular phone that performs many of the functions of a computer, typically having a touchscreen interface, Internet access, and an operating system capable of running downloaded apps, shall be provided by the Contractor for the sole use of the Engineer's Representative. The Contractor will be required to pay the connection charges, service fees, rent, insurance's, operation and maintenance costs, including all consumption and call charges with regard to the above, with the provision that the total cellular phone call charges do not exceed R2500.00 per month.

PSAB 4.2 Survey Equipment (New Clause)

Add new Sub-Clause:

The Contractor shall provide the following survey equipment on the Site for use by the Employer's Agent from the commencement to the completion of the Works:

- One automatic reading Engineer's level plus tripod;
- One levelling staff (5 m long, 1 cm graduations);
- One staff angle bubble;
- One metal change-point for levelling;
- One separate plumb-bob;
- One spirit level (one metre long);
- One hammer (2 kg) with steel or wooden pegs as necessary;
- One 50 m steel tape;
- One 5,0 m (or longer) retractable steel tape.

The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he/she shall indemnify the Employer's Agent and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works. The Engineer's level is to be calibrated at an accredited facility on a quarterly basis.

PSAB 4.3 Computer (New Clause)

Add new Sub-Clause:

The Contractor shall provide the following computer facilities together with the specified software installed, for the exclusive use of the Employer's Agent and his staff, in accordance with the requirements of SABS 1200 AB (as amended):

- 1 computer (As specified below)
- 1 printer (As specified below)

The computer shall comply with the following minimum specifications:

Operating System: Windows 10, HDMI Input: HDMI-out, USB Ports: 3, Connectivity: Wi-Fi / Ethernet / Bluetooth, Includes: Carry case and Mouse, Processor: Intel i7, Memory: 32GB RAM minimum, Storage: 1TB HDD (solid state drive), Graphics: Intel HD Graphics 5500, Optical Drive: Built-in DVD drive, Display Size: 15" +

Printers shall, unless otherwise approved by the Engineer, be Canon SF Colour Laser Printer or equivalent compatible.

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 Employer's Agent for safekeeping:

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 Employer's Agent's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Employer's Agent.

PSAB 5 CONSTRUCTION

PSAB 5.2 Engineer's Office

Add to the Sub-Clause:

The toilet facilities provided for the sole use of the Employer's Agent or his/her representative(s) shall be of the chemical type, maintained in a hygienic and sanitary condition and shall be removed on completion of the Works. The facilities provided shall conform to the local health authority's requirements as applicable and the Contractor shall pay all sanitary fees and charges.

PSAB 5.4 Telephone

Delete sub-clause and substitute the following:

A cellular phone that performs many of the functions of a computer, typically having a touchscreen interface, Internet access, and an operating system capable of running downloaded apps, shall be provided by the Contractor for the sole use of the Engineer's Representative. The Contractor will be required to pay the connection charges, service fees, rent, insurance's, operation and maintenance costs, including all consumption and call charges with regard to the above, with the provision that the total cellular phone call charges do not exceed R2500.00 per month.

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIALS

ADD THE FOLLOWING:

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

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

ADD THE FOLLOWING:

"Small diameter pipeline routes shall be cleared to a distance of 1,0m on both sides of the pipeline centre line and large diameter pipeline routes shall be cleared to a distance of 2,0m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R 1000.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in hectare the nearest square meter"

PSDA8 MEASUREMENT AND PAYMENT

PSDA8.3 SCHEDULED ITEMS

All rates tendered shall include for the barricading, shoring, lights, road signs and safety measures required by the relevant authorities.

PSDA8.3.4 Importing of materials from commercial sources or borrow pits.

ADD THE FOLLOWING:

Imported materials and compaction:.... Unit:m³

The rate shall also cover all costs for placing in position of all materials, compaction to specified MOD-AASHTO density at OMC in layers not exceeding 150mm in thickness. The rate shall also include for sloping and finishing the final surfaces to the satisfaction of the Engineer.

PSD EARTHWORKS (SANS 1200DB)

PSD 5 CONSTRUCTION

PSD 5.1.1 Safety

PSD 5.1.1.2 Safeguarding of Excavations

Add the following Sub-clause:

The Contractor shall be responsible for the design and construction of measures to ensure stability of the excavation walls. Such designs shall be done by suitably qualified specialists and before the measures are implemented the designs shall be submitted to the Employer's Agent for his information.

PSD 5.1.1.3 Explosives

Add the following Sub-clauses:

The Contractor shall be responsible for the design of the blasting operation. Such designs shall be done by suitably qualified specialists and before the drilling is started, the designs shall be submitted to the Employer's Agent for his information.

Blasting shall be restricted to normal working hours on weekdays and all the necessary safety precautions shall be taken.

PSD 5.2.2 Excavation

Add the following Sub-clauses:

PSD 5.2.2.5 Utilisation of excavated material

Excavated material and material recovered from temporary work shall, in so far as it is suitable, be utilised for backfill. Material unsuitable for use as backfill or in excess of the quantity required to complete the backfill shall be spoiled or utilized as directed by the Engineer.

PSD 5.2.2.6 Excavation limits for payment purposes

For measurement and payment purposes, the limits of the excavations for structures shall be as shown on the Drawings.

Where no excavation limits are shown on the Drawings and the Employer's Agent has decided that formwork has to be provided for the sides of a concrete member, the limits of the excavation for measurement and payment purposes shall be the vertical planes 0,5 m outside the perimeter of the concrete member for which the formwork is to be provided, and the founding level shown on the Drawings.

PSD 5.2.2.7 Unsuitable material

Boulders, logs or any other unsuitable excavated material shall be taken to spoil.

Where, in the opinion of the Engineer, unsuitable material is encountered at founding level, such material shall be removed and replaced with foundation fill in accordance with the requirements of clause PSD 5.2.3.4 of this section and as directed by the Engineer.

PSD 5.2.2.8 Preparation of the founding surface

Where hard material suitable for founding is encountered at the founding level, it shall be cut and trimmed to a firm surface, either level, stepped or serrated, as may be required.

Where there are indications that the material at the founding level will be soft material or hard material that will deteriorate rapidly on exposure, the excavation of the final layer with a thickness of 150 mm shall be postponed until just before the blinding layer is placed.

Where shown on the Drawings or ordered by the Engineer, excavations shall be extended to a specified depth below the given undersides of the slabs and footings to make provision for the placing of a concrete blinding layer.

PSD 5.2.3.3 Backfill and fill near structures

(a) General

When placing backfill and fill, the following precautions shall be taken:

(i) In so far as it is possible, the material shall be placed simultaneously to approximately the same elevation on both sides of a structure or structural member where appropriate. If conditions require that backfill or fill be placed appreciably higher on one side than on the opposite side, the additional material on the higher side shall not be placed until authorized by the Employer's Agent and preferably not until the concrete has been in place for 14 days, or until tests show that the concrete has attained sufficient strength to withstand any pressure safely that has been created by the backfill or fill or by the method of construction.

(ii) The material behind structural members restrained at the top by the superstructure, e.g. portal-type structures, shall be placed as stated on the Drawings or as directed by the Engineer.

(ii) The material behind the walls of concrete culverts shall not be placed until the top slab has been placed and cured, unless otherwise authorized by the Engineer.

(b) Backfill

Excavated areas around structures, between the structure and the vertical walls of the surrounding excavation, shall be backfilled with approved material in horizontal layers not exceeding 150 mm in depth after compaction, to the level of the original ground surface or to the level specified on the Drawings. Each layer shall be moistened or dried to the optimum moisture content for the material and be compacted to a density of not less than 90 % of modified AASHTO density, except that, in a road prism, the material shall be compacted to a density of not less than 93 % of modified AASHTO density.

In cases where structures are founded on backfill material, the density shall be as specified in the Project Specifications, but shall not be less than 95 % of modified AASHTO density.

(c) Prevention of wedge action

Before the fill in the space between a structure and any adjacent sloping fill and the backfill between a structure and the sloping sides of the surrounding excavation is constructed, the slope of the fill and of the sides of the excavation shall be benched or serrated in order to prevent wedge action between the structure and the fill or the sides of the excavation during backfilling and compaction.

The distance between the exposed face of the structure and the toe of the fill or excavation side shall be sufficient to allow proper compaction.

PSD 5.2.3.4 Foundation fill

If, during the course of excavation, it is found that the material at the indicated founding depth does not have the required bearing capacity as specified on the Drawings, the excavations shall be extended at the discretion of the Employer's Agent until satisfactory founding material is encountered. The Employer's Agent reserves to himself the right to order the Contractor to make up the difference in levels with foundation fill.

Where the foundation fill consists of rock or crushed stone, it shall be constructed as directed by the Engineer.

Foundation fill consisting of granular material shall be constructed in layers not exceeding 150 mm in thickness after compaction. Each layer shall be moistened or dried to optimum moisture content for the material and be compacted to a density of not less than 95 % of modified AASHTO density.

Mass concrete fill to be used shall be of the class or mix specified or directed by the Engineer.

PS D 5.2.4 Finishing

PS D 5.2.4.1 Final Grading

Add the following to D 5.2.4.1:

Terraces shall be trimmed to an even grade of 1 in 2.

PS D 5.2.4.2 Top soiling

Add the following to D 5.2.4.2:

Topsoil shall be placed on the sides and on the tops of embankments and other terraces where no paving is specified, or in areas where directed by the Engineer.

PS D 5.2.4.3 Grass or other vegetation

Add the following to D 5.2.4.3:

Planting shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the seasonal weather conditions. Undue humps and hollows shall be smoothed out before planting is commenced.

a) Grassing

Stools or runners of "Kikuyu" or other grass approved by the Employer's Agent shall be planted by forming trenches 75 mm deep at 300 mm intervals along lines at right angles to the direction of maximum slope, laying the stools or

runners at intervals not exceeding 150 mm along the trenches and closing the trenches in such a way to cover the grass entirely. After planting the surface shall be lightly rolled with a hand roller with a maximum mass of 150 kg.

PSD 5.2.5.1 Freehaul

Add the following Sub-clause:

For this Project freehaul will be regarded as haulage within the boundaries of the Site of the Works as well as 15 km outside the boundaries.

PSD 5.2.6 Dewatering of foundation excavations

Over and above his general obligations in regard to dealing with water as specified in SANS 1200 A, the Contractor shall be responsible for preventing the ingress of water into the foundation excavations. The preventive measures shall include the construction of proper drainage channels, diversion channels, berms, sumps, and the supply, operation and maintenance of the necessary bailing and pumping equipment.

The dewatering measures, with the exception of pumping, shall be maintained until the backfilling has been completed, after which all settled silt, mud, etc. shall be removed from the exposed surfaces where necessary. Between the various construction stages, pumping may be interrupted as may be decided by the Engineer. The draining or pumping of water from foundation excavations shall be so done that no concrete materials will be carried away.

PSD 5.2.7 Payment

If a lump sum has been set out in the Schedule of Quantities for the dewatering of foundations. The method of payment for work authorized by the Employer's Agent shall be in accordance with the provisions of the relevant pay item of clause 8 of this section. Work not authorized by the Employer's Agent shall not be measured for payment.

If no lump sum or provisional sum has been set out in the Schedule of Quantities, the tendered rates for foundation excavations and backfilling shall include full compensation for the dewatering of foundations.

PSD 8 MEASUREMENT AND PAYMENT

PS D 8.3.3 Restricted Excavation

Add the following sub items to D8.3.3

Restricted excavation shall be limited to those excavations detailed on the drawings or as agreed to by the Employer's Agent as being restricted.

a) Extra-over 8.3.3(a) for soil-cement backfilling (percentage of cement indicated) Unit : m3

The tendered rate for sub-item PS D 8.3.3(c) shall be additional to the rates tendered for D 8.3.3(a) and shall cover the cost of all incidentals required for the complete backfilling with soil cement as specified. The rate shall also include for the trimming and compacting of the excavation before placement of soilcrete.

b) Excavate and dispose of unsuitable material from excavation bottom Unit : m3

The rate shall cover the cost of complying with all the precautions required in terms of D 5.1 in addition to the cost of excavation of the additional depth in any material and the disposal of the unsuitable material as specified in PS D 5.2.2.3.

c) Extra-over 8.3.3(a) for trimming and compacting terraces Unit : m2

The rate includes for the trimming and compacting of horizontal and sloping sides of the terraces before topsoil and grass is placed, including for the removal of large stones and building rubble to form a uniform surface.

PS D 8.3.5 Extra Excavation in all Materials to Provide Working Space Around Structures

Delete this sub clause and refer to sub clause PSD 5.2.2.4

PS D 8.3.8.1 c) Excavate by hand in soft material to expose existing service Unit : m3

Add the following to D 8.3.8.1(c):

Excavation by hand to expose existing services shall only be measured and paid for if so ordered in writing by the Engineer. After the excavation of trial holes to determine the exact position and depth of existing services, at intervals as required by the Engineer, the excavation to a level of 300 mm above such services shall be measured and paid for as normal excavation, independent of the depth of such excavation. Only excavation within 300 mm of the existing services will be measured and paid for as excavation by hand and then only if ordered in writing by the Engineer. The rate shall also include the backfilling of the excavations and compaction thereof.

PS D 8.4 SUBSOIL DRAINS AND DEWATERING OF EXCAVATIONS

PS D 8.4.1 Pipes In Subsoil Drains

a) Perforated or slotted uPVC pipes complete with couplings (state size) Unit : m

b) uPVC fitting (state size and type of fitting) Unit : No

The rate shall cover the cost of supplying and installing the pipe or fitting in a stone bed or no-fines concrete, as indicated on the drawings.

PS D 8.4.2 Crushed Stone in Subsoil Drains Unit : m3

The rate shall cover the cost of supplying, transporting irrespective of the distance and placing the stone in the subsoil drain, as indicated on the drawings.

PS D 8.4.3 Geotextile Blanket in Subsoil Drains Unit : m2

The rate shall cover the cost of supplying the geotextile blanket and of placing it in the subsoil drain, as indicated on the drawings.

PS D 8.5 Dewatering of foundation excavations lump sum

Dewatering will be paid for as a lump sum for each structure or series of structures scheduled separately in the bill of Quantities. The lump sum shall be paid on a pro rata basis as the work progresses.

The tendered lump sum shall include full compensation for all work and operations required for keeping the excavations dewatered and dry and for the removal of silt and mud from the exposed concrete surfaces, all as specified in Sub-Clause PSD 5.2.7 of this section.

PSG CONCRETE STRUCTURAL (SANS 1200G)

PSG 3 MATERIAL

PSG 3.2 CEMENT

PSG 3.2.1 Applicable Specifications

Substitute G 3.2.1 with the following:

Only ordinary Portland cement (OPC) and pulverised fly ash (PFA.) shall be used in all concrete for this Contract. No other types of cement (e.g. rapid hardening cement, PBFC or milled granulated blast furnace slag) shall be permitted.

Pulverised fuel ash shall comply with the following specifications:

a) PFA shall be obtained from only one power station, from which the PFA has been approved for use in concrete by the SANS.

b) All PFA shall comply with the requirements of SANS 1466.1988.

PFA shall be used as partial replacement of the OPC in concrete. The maximum percentage by mass of PFA shall be 33% of the total cementitious material in the concrete, which is defined as the total mass of OPC and PFA and shall be mixed before delivery to site.

The PFA/ OPC mix shall be stored in the same manner as that specified for OPC. When handled in bulk and stored in silos, the PFA/ OPC mix shall require increased silo capacity, more efficient filters and aeration compared to OPC.

PSG 3.2.3 Storage Of Cement

Add the following to G 3.2.3:

Separate storage facilities shall be provided for the various types of cement specified. Cement which is stored on the Site shall be kept under a cover that provides adequate protection against moisture and other factors that may aggravate deterioration.

Where the cement is supplied in bags, the bags shall be closely and neatly stacked to a height not exceeding 12 bags, and they shall be so arranged that they can be used in the order in which they were delivered to the Site. Different brands and/or types of the same brand shall be stored separately.

The storage of cement in bulk in silos or similar containers shall be permitted, provided that the cement drawn for use is measured by mass and not by volume.

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.

PSG 3.4 AGGREGATES

PSG 3.4.1 Applicable Specifications

Add the following to G 3.4.1:

Fine Aggregate

Fine aggregate shall be clean, coarse, sharp drift, pit or river sand entirely free from vegetable or any other foreign matter and shall be in accordance with SANS 1083 (latest edition). It shall be screened and washed if directed by the Engineer. No dump or crusher sand shall be used.

Samples of fine aggregate proposed to be used are to be submitted to and approved by the Engineer.

Fine aggregate shall be stored on a concrete surface and washed sand shall be allowed to drain for at least 24 (twenty-four) hours before use. The Employer's Agent may require the Contractor to test the sand daily (or more frequently if necessary) for moisture content, impurities and grading before use. Water demand shall not exceed 195 /m.

Coarse Aggregate

Coarse aggregate for concrete shall be hard, non-friable quartzite or other suitable rock, in accordance with SANS 1083 (latest edition) crushed and screened to the specified sizes, of good shape, clean and free from dust.

The maximum size of aggregate shall be 25 mm in floor and walls and 19 mm in roof slab.

Coarse aggregate containing more than 19% (nineteen percent) shale will not be accepted.

Samples of coarse aggregate proposed to be used shall be submitted to and approved by the Engineer. Any broken stone delivered to the site which contains 5% more flaky and/or 10% more elongated particles than the approved sample will be condemned and shall be removed from the Site. Voids ratio shall not exceed 47% (forty-seven percent).

PSG 3.5.2 Air-entraining Agents

Substitute G 3.5.2 with the following:

Air-entraining agents shall not be used in concrete.

PSG 4 PLANT

PSG 4.5.2 Finish

Add the following to G 4.5.2:

All external corners shall be chamfered by the fixing of fillet strips into the corners of the formwork to form 20 mm x 20 mm chamfers, all at no extra payment.

PSG 4.5.3 Ties

Add the following to G 4.5.3:

Permanent metal ties shall have a minimum concrete cover of 40 mm after formwork has been removed. Tie holes shall be filled with an approved expansive cementitious grout similar to "Durabed" of ABE. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PSG CONCRETE STRUCTURAL

PSG 3 MATERIALS

PSG 3.2 CEMENT

PSG 3.2.2 Alternative types of cement

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Only sulphate resistant cement shall be used on this project.

If the Contractor wishes to use any other type of cement, he shall obtain the Engineers prior written approval (see 8.1 .3 .2 and 8.1.3.3.) The tendered rates, however, shall be based on the use of sulphate resistant cement only".

PSG 3.2.3 Storage of cement

ADD THE FOLLOWING:

"Cement shall not be store for longer than 12 weeks without the Engineers permission".

PSG 3.4 AGGREGATES

ADD THE FOLLOWING SUBCLUASE:

PSG 3.4.4 Aggregate of dolomitic origin

All aggregates for structural concrete, manholes, pipe encasement, pipe bedding cradles, mass filling, etc. shall be of dolomitic origin. The quantity of insoluble matter in respect of concrete made with aggregates of dolomitic origin, determined according to the method described in SANS 677, Appendix C, shall not be more than 15%.

PSG 4 PLANT

PSG 4.1 GENERAL

ADD THE FOLLOWING SUBCLAUSE

PSG 4.1.1 Minimum Plant

The contractor shall have the following minimum Plant available and in sound working order:

- (a) Two concrete mixers, each of sufficient capacity to complete a section off the wall between horizontal construction joints within 4 hours and without interruption;
- (b) Two concrete vibrators, at least one of which shall be powered by an internal combustion engine;
- (c) One air compressor;
- (d) Storage tanks at the water carts or trucks are adequate capacity to ensure that sufficient water will be available before commencement of every major concrete-placing operation.

If the Plant used for placing concrete for the structure of electrically or mechanically powered, the Contractors shall also provide some other approved, non- electrically powered standby means for placing concrete at an adequate rate in the event of a power or mechanical failure of the main Plant.

When the Contractor elects to place a crane inside the walls of the structure during the construction period, shall communicate with the Employer's Agent in good time to ensure that the design and layout of the panels that form

the roof slabs and floor allow for such positioning of the crane. When sections of the roof and floor have to be redesigned to accommodate the crane, the redesigned cost shall be borne by the Contractor.

PSG 4.5 FORMWORK

PSG 4.5.1 Design

ADD THE FOLLOWING:

All form work with scaffolding required for any part the works shall be designed by the Contractor, and before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Employer's Agent for approval. The Employer's Agent has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact of the Employer's Agent has approved or altered any part of the formwork of scaffolding shall not be construed as relieving the Contractor of his responsibility with regard to the strength and stability of the formwork or scaffolding.

PSG 4.5.3 Ties

ADD THE FOLLOWING:

"No plugs, bolts, ties or clamps of any description used to hold formwork will be allowed into the project or through the concrete unless expressly approved by the Engineer.

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete, and no permanently embedded parts of such tie rods shall have less than 50mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added, and shall be neatly to finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of the cavities left by the tie-rod cones shall be included in the rates tendered for formwork under the appropriate pay items.

On no account shall formwork be secured to reinforcing bars".

PSG 5 CONSTRUCTION

PSG 5.1 REINFORCEMENT

PSG 5.1.2 Fixing

ADD THE FOLLOWING:

"The Employer's Agent will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Welding of reinforcing steel will not be permitted".

PSG 5.1.3 Cover

ADD THE FOLLOWING:

"The distance between pipes in the reinforcing steel shall nowhere be less than:

(a) 40 mm or

(b) 5 mm plus the maximum size of the coarse aggregate, whichever is the largest

PSG 5.2 FORMWORK

PSG 5.2.5 Removal of formwork

ADD THE FOLLOWING SUBCLAUSE:

PSG 5.2.5.6 The Contractor shall make provision for the continued support of beams and slabs while the formwork

is being removed and/or for that propping of beams and slabs”.

PSG 5.3 HOLES, CHASES AND FIXING BLOCKS

ADD THE FOLLOWING:

“Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristics (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer.

The holes or cavities left by the ferrule heads in the concrete of water-retaining structures shall be filled with an approved non-shrink grout applied strictly in accordance with the manufacturer’s specifications.”

PSG 5.4 PIPES AND CONDUITS

ADD THE FOLLOWING:

“All pipes passing through to concrete floors, walls or slabs shall be cast into a concrete member simultaneously with the casting of the member. Openings for pipes shall only be left in concrete members when so directed by the Employer’s Agent or when shown on the drawings. Pipes shall be installed in such openings according to the details shown on the drawings.

If water tightness is a requirement where pipes are cast into walls, floors and slabs, the Contractor shall ensure water tightness where smooth-surfaced pipes are used by using an approved method such as tape wrapping the pipes prior to casting in. The cost of such method will be deemed to be included in the rates tendered for item PSG 8.10”.

PSG 5.5 CONCRETE

PSG 5.5.1 Quality

PSG 5.5.1.5 Durability

The exposure conditions of the concrete are classified as “severe”.

PSG 5.5.1.7 Strength concrete

ADD THE FOLLOWING:

“The concrete mixes for sulphate resistant cement shall be designed by an approved laboratory for approval by the Employer’s Agent before commencement of any concrete work”.

PSG 5.5.3 Mixing

PSG 5.5.3.2 Ready-mixed concrete

ADD THE FOLLOWING:

“Ready-mixed concrete may be used on the Site. The contractor shall take samples for testing from every load delivered to the Site”.

PSG 5.5 5 Placing

ADD THE FOLLOWING SUBCLAUSE:

PSG 5.5.5.10 “Concreting of the wall between horizontal construction joints shall be carried out in both directions from a point on the wall in order to close the gap with fresh concrete”.

PSG 5.5.7 Construction joints

ADD THE FOLLOWING:

“Horizontal construction joints are permitted in structure walls in positions indicated on the drawings or approved by the Engineer. Vertical construction joints in the wall are subject to the written approval of the Employer’s Agent and the cost of all such vertical or horizontal construction joints will be deemed to be included in the rates for cast-in-situ concrete. This also applies to the preparation of concrete to form construction joints in the flume walls as specified on the drawings.

The construction joints in water-retaining structure shall be made strictly in accordance with the details shown on the drawings. The joints between screeds and concrete floors shall be regarded as construction joints and the surface of the floor shall be prepared as described for construction joints

The construction joints in water-retaining structure shall be made strictly in accordance with the details shown on the drawings. The joints between screeds and concrete floors shall be regarded as construction joints and the surface of the floor shall be prepared as described for construction joints.

Should the Contractor's method of construction necessitate the placing of construction or other joint in a position not shown on the drawings, such method of construction and position of the joint shall be approved by the Employer's Agent in writing. The cost of such joint shall be included in the tendered rates and shall include scrubbing of the concrete where steel reinforcement is continuous.

The walls shall be cast in lifts of height that permits each lift to be poured without interruption in one continuous operation during working hours.

It is the Contractor's responsibility to ensure that construction joints are watertight. The Contractor's proposed method for ensuring the watertightness of such joints shall be submitted to the Employer's Agent for his approval.

For construction joints at kickers all additional costs for concrete, preparation, etc will be deemed to be included in the rates tendered for concrete in walls or sides and kicker joints or construction joints will not be measured separately".

PSG 5.5.8 Curing and protection

ADD THE FOLLOWING:

"Curing by retaining the formwork in place or by covering with a waterproof membrane are the curing methods strongly recommended. Concrete will not be paid for unless properly cured and proof of curing is continuously visible on the Site".

PSG 5.5.11 Watertight concrete

ADD THE FOLLOWING:

"The minimum cement content in water-retaining structures shall be 325 kg/m³, and the maximum cement content shall be 450 kg/m³ in reinforced concrete."

The maximum water cement ratio for water-retaining structures shall be more 0, 50".

ADD THE FOLLOWING SUBCLAUSE:

PSG 5.5.16 Soil crete

Where soilcrete is specified for filling under floor slabs the soilcrete shall comply with the requirements of subclause PSDB 3.5 (d) of section 1200 DP as amended and shall be placed as specified in this subclause.

PSG 6 TOLERANCES

PSG 6.2 PERMISSIBLE DEVIATIONS

PSG 6.2.3 Specified permissible deviations

ADD THE FOLLOWING:

"Degree of accuracy II is applicable

Every specified permissible deviation is binding in itself. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations".

REPLACE SUBCLAUSE 6.2.3 (D)(5) WITH THE FOLLOWING:

“

Vertically, per metre of height

Subject to a maximum

Permissible deviation		
Degree of accuracy		
III	II	I
mm	mm	mm
5	3	2
50	30	10

PSG 7 TESTS

PSG 7.1 FACILITIES & FREQUENCY OF SAMPLING

PSG 7.1.1. Facilities

ADD THE FOLLOWING:

“The Contractor shall provide sufficient storage capacity for the concrete cubes and shall arrange to have them tested by an approved laboratory.

The cost all testing, including the cost of sampling, storage and transporting samples should be included in the rates tendered for concrete work”.

PSG 7.3 ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE

ADD THE FOLLOWING:

“Test results obtained from the supplier of ready-mix concrete will not be accepted for evaluation in terms of subclause 7.3, but samples for testing shall be taken off such concrete at the point of placing”.

ADD THE FOLLOWING SUBCLAUSE:

PSG 7.3.6 Testing for watertightness

Water for testing shall be provided by the Contractor and shall be responsible for providing all necessary equipment that may be required for filling the structures. The structure shall be filled with water at a uniform rate not exceeding 2.0 m in 24 hours until the top water level been reached. The water level will then be carefully noted and recorded by the Employer's Agent in relation to a fixed benchmark, and shall be contained by the addition of further water for a sterilising period to permit complete absorption of water by the concrete.

The sterilising period may be 7 days for a maximum design crack width of 0.1mm or 21 days for 0.2mm or larger. After the sterilising period, the level of the liquid surface shall be recorded at 24-hour intervals for a test period of 7 days. During the 7 day test period the total permissible drop in level, after allowing for evaporation shall not exceed 1/500 the one of the average water depth of the full tank, or 10 mm.

The evaporation shall be measured by the mean drop in level caused by the evaporation of the water in three flat containers floating in the water being recorded.

In the event of appreciable leakage being evident at any of the stages of the filling or testing or the event of the Employer's Agent considering the final degree of water tightness to be unsatisfactory, the contractor when ordered by the Employer's Agent shall discontinue such filling or testing and shall, at his own expense, take approved steps immediately to rectify the leakage, until a satisfactory test is obtained, which shall prove to the Employer's Agent that a sufficient degree of watertightness has been obtained.

The cost of emptying a water-retaining structure which cannot be drained shall be borne by the Contractor. The water shall be discharged in a manner approved by the Employer's Agent and shall be such that the employer can utilise the water if so desires.

The water shall not be used as a medium for additives to affect remedial work or to stop leaks. The cost of retesting the structure for watertightness shall be borne by the Contractor.

PSG 8 MEASUREMENT AND PAYMENT

PSG 8.1 MEASUREMENT AND RATES

PSG 8.1.1 Formwork

DELETE “or splays over 20 mm x 20 mm” FROM THE FIRST LINE OF PARAGRAPH 8.1.1.2

ADD THE FOLLOWING PARAGRAPH 8.1.1.2

“Splays up to and including 25 mm x 25 mm will not be measured separately and will be deemed to be included in the formwork costs”.

ADD THE FOLLOWING PARAGRAPHS

“8.1.1.7 For construction joints at kickers (joint F), all additional costs for formwork to edges up to 300 mm high will be deemed to be included in the rates tendered for vertical formwork to sides of walls and will not be measured separately in narrow width.

8.1.1.8.1 No formwork will be measured to edges of blinding layers under structures and the cost thereof (if needed), will be deemed to be included in the rates tendered for concrete in blinding layers.

8.1.1.8.2 Back-shuttering or formwork to top revealed surfaces of sloping - or conical formwork will only be measured to surfaces over 40° and 85° to the horizontal.

8.1.1.8.3 Formwork to horizontal surfaces in pump stations, valve chambers, man holes or sumps can either be removed through the manhole cover opening or the Contractor may use permanent formwork at his own cost as no claims in this regard will be considered”.

PSG 8.1.2 Reinforcement

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“The unit of measurement for steel bars shall be the ton of reinforcement in place, in accordance with the Drawings or as authorised by the Employer’s Agent.

The unit of measurement for welded steel fabric shall be the kilogram of fabric reinforcement in place, and the quantity shall be calculated from the net area covered by mesh, excluding overlaps.

Clips, ties, separators, stools and other steel used for positioning reinforcement will not be measured, unless these are shown on the bending schedules.

The tendered rate shall include full compensation for the supply, delivery, cutting, bending, welding, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste”.

PSG 8.1.3 Concrete

Delete “or the plank size of the excavation where additional excavation is provided to facilitate erection of forms” from the second line of paragraph 8.1.3.1(c).

ADD THE FOLLOWING:

PSG 8.9 Testing for watertightness.....Unit: Lump Sum

The lump sum figure will cover all the required processes to be carried out in accordance with the information and specifications referred below, including the costs of the volume of water to be used in testing or retesting, as well as provision for transportation from a source (5km) to be made available by the Employer. The water tariff applicable shall be requested from Water Local Authority.

The tendered lump sum shall include full compensation by the Contractor for all materials, equipment and work required in order to complete the work as specified.

Water-retaining structures with floor slabs with an underfloor drainage system cast on ground shall be subjected to two stages of testing, and other water-retaining structures (including water towers) to the second stage of testing only. Where a water-retaining structure consists of different compartments, these shall each be tested separately,

except where permanent drainage holes through walls exist which would equalise the water pressure on both sides of internal division walls, in which case the

structure as a whole shall be tested. Before the test is conducted, the Contractor shall ensure that all such drainage holes are open.

First stage: Floor slabs with underfloor drainage system

After the floor slab together with any thickenings for wall footings have been completed, the floor slab shall be subjected to the first stage of the water test.

The water tightness of the floor shall be tested by flooding the floor with water to a minimum depth of 50 mm after all inlet and outlet pipes have been closed, sealing the outlets from the underfloor drainage system and pressurizing the underfloor drainage system (as shown on the drawings) with compressed air to a pressure equivalent to 400 mm head of water. The floor shall then be inspected for leakages (with special attention being given to construction joints), and all visible leakages shall be repaired to the satisfaction of the Employer's Agent whereafter the floor shall again be subjected to the same test. Only after the floor has passed this test, may column footings be cast.

After all concrete elements have reached their 28 day strengths, any post-tensioning has been completed, and all pipework has been connected to the network, but before backfilling has been done, the second stage of the water tightness test shall be conducted.

Second stage: Complete structure or compartment of structure

A thorough inspection shall be done to ensure that all joints are properly sealed and that all inlet and outlet pipes are closed. The structure shall be filled with water to its maximum operating level at a rate that shall ensure a maximum rise in water level of 2,0 m in 24 hours. The level of the water shall be carefully noted and recorded by the Engineer. If there are no visible leakages the structure shall be allowed to remain filled for a saturation period of at least two weeks, or such longer time as may be required, to permit complete saturation of the concrete. If any leakages are visible, the water test shall be aborted, depending on the seriousness of the leakages, and the leakages repaired before another water test shall be done. During the above-mentioned period readings of the water levels shall be recorded in the presence of the Employer's Agent at regular intervals.

At the end of the saturation period more water shall be added, if necessary, to bring the water level back to the maximum operating level. All water levels shall be carefully noted and recorded in the presence of the Engineer. The water levels in the structure and the underfloor drainage pipes shall then be monitored daily for a period of seven days.

In structures without roof slabs a suitable cylindrical container, 80 % filled with water, shall be placed inside the structure and anchored to a wall in order to monitor the loss of water due to evaporation or the gain in water due to rainfall. During the saturation period readings of water levels in both the container and the structure shall be recorded in the presence of the Engineer. At the end of the saturation period more water shall be added, if necessary, to bring the water level back to the maximum operating level. The container shall also be filled to 80 % and all water levels shall be carefully noted and recorded in the presence of the Engineer. The water levels in the structure and in the container shall be monitored daily for a period of seven days.

The structure shall be deemed watertight if:

- (a) no visible leakage or obvious damp spots are apparent on the outside of the structure; and
- (b) the drop in water level during the 7-day test period does not exceed 1/500 of the water height or 6 mm whichever is the smaller.

If the structure fails the water tightness test the Contractor shall determine the cause of the leakage. The leakage shall be repaired on the inside of the structure after the water has been drained. Thereafter the structure shall again be subjected to a complete water test as described above. Full payment under Item 8.4.3 will only be made once the water tightness test has been passed.

Roof slabs that are required to be water-retaining shall be ponded with water to a maximum depth of 80 mm and a minimum depth of 20 mm for a period of at least three days. The ponding shall be carried out in an approved systematic manner over the entire top surface area of the slab. The roof slab shall be deemed watertight if there are no visible leakage or damp spots on the soffit of the slab.

PSG 8.10 Cleansing and disinfection.....Unit: Lump Sum

The lump sum figure will cover all the required processes to be carried out in accordance with the information and specifications referred to in clause PSG 5.5.11.4

The tendered lump sum shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

Before the reservoir is sterilized, the roof shall have been tested for watertightness as set out in clause PSG 8.9 above, and the pipelines serving the reservoir shall have been sterilized. The reservoir shall then be thoroughly cleaned out and washed down with clean water.

The roof, beams, columns and walls shall thereafter be thoroughly sprayed down, using pressurized equipment, and the floors shall be scrubbed with water containing 0,015 g per litre of chloride of lime.

On completion of the sterilization, the sterilizing solution shall be run to waste before the reservoir is filled for testing its watertightness.

Should additional work be required to be done inside the reservoir after the watertightness test has been completed, the reservoir shall be re-sterilized at the Contractor's expense.

PSG 8.11 Slip joints.....Unit: m2

Measurement shall be for the total area of 500um DPC placed in 2 layers underneath the tower wall-footings to form the slip joint as detailed on the drawings.

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

PSG 8.12 Thermo insulation.....Unit: m2

Measurement shall be for the entire area of roofing to be covered with a 100mm thick layer of well graded, thoroughly cleaned, 19mm concrete aggregate placed as shown and detailed on the drawings.

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

PSG 8.13 Drain pipes.....Unit: m

Measurement shall be per linear metre of drain pipe required as indicated in the bill of quantities and on the drawing. The protective geotextile for these pipes is to be measured and included with this item.

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified and must include the pipe and associated protective geotextiles.

PSG 8.14 Geofabric layer.....Unit: m2

Measurement shall be for the total area of geotextile as specified in the bill of quantities and on the drawings, placed between the no-fines concrete drainage layer and the 30mm thick blinding layer

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

PSG 8.15 Manholes.....Unit: No

Measurement shall be for the complete number of manholes required as specified on the drawings.

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

PSG 8.16 Bearing strip.....Unit: m

Measurement shall be per linear metre of limitless bearing strip required to be placed between the tower wall and roof as specified on the drawings.

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

PSG 8.17 Roof weep holes.....Unit: No

Measurement shall be for the number of weep holes required as per the drawings.

The rate tendered shall include full compensation for all materials, equipment and work required in order to complete the work as specified.

PSHA STRUCTURAL STEELWORK (SUNDRY ITEMS) (SANS 1200HA)

PS HA 5 CONSTRUCTION

PS HA 5.2 FABRICATION AND ASSEMBLY

PS HA 5.2.6 Handrails

Substitute the first sentence of HA 5.2.6 with the following:

Handrails shall be of the tube and sphere type similar to Monoweld and shall be manufactured by an approved firm specialising in such works from grade 304 L stainless steel or hot dipped galvanized (heavy duty coating), as scheduled or shown on the drawings.

Handrails shall be 1 000 mm high and shall consist of a handrail and a knee-rail, both manufactured of steel tubing of nominal thickness 2,6 mm and of nominal outside diameter of at least 34 mm.

Stanchions shall be manufactured pre-formed in one piece and shall be of steel tubing of nominal thickness of 2,6 mm and of nominal outside diameter of at least 42 mm. The bases of the stanchions shall be manufactured of 150 mm x 75 mm x 12,5 mm flat bars and shall be pre-formed to suit the situation in which they are to be installed (i.e., for platform- or side-mounting, and for horizontal- or sloped-mounting on concrete or steel), and the stanchion spheres shall be pre-formed to suit right

angled or other angled intersections), all as shown on the drawings.

Stanchions shall be spaced at intervals not exceeding 1,5 m and shall be fixed with two M16 bolts, washers and nuts each. All joints shall be welded.

Materials shall be as shown on the drawings or as scheduled.

PS HA 5.2.7 Ladders

ADD THE FOLLOWING TO HA 5.2.7:

Materials shall be as shown on the drawings or as per the following specification if not specified.

Ladders shall be of all-welded construction. Materials used shall be as stated on the drawings and shall be manufactured in grade 304 stainless steel or hot-dipped galvanized (heavy coating).

Stainless steel shall be finished with a No. 1 surface finish. Pickling and passivation shall be carried out in accordance with the requirements of the Standardized Corrosion and Painting Specification for Civil Employer's Agenting Works.

Vertical ladders shall comprise stringers at 600 mm centres made of 32 mm nominal bore pipes with 3,56 mm wall thickness and rungs spaced at 300 mm centres made of 16 mm diameter solid round bars. The stringers shall be drilled on one side only to provide a sliding fit for the ends of the rungs which shall protrude through these holes up to the opposite inside face of the stringer and be welded all around where they enter the holes in the stringers.

Lugs for bolting ladders to walls shall consist of 20 mm nominal bore pipes with 2,87 mm wall thickness. Baseplates for stringers and lugs shall be 150 x 60 x 10 mm drilled for 2 No. M12 stainless steel bolts. Where safety cages are specified, the hoops shall be made of 50 x 6 mm flat bars and the longitudinals of 40 x 6 mm flat bars, all in accordance with the dimensions as shown on the Drawings.

PS HA 5.2.7 Prefabricated Open Grid Floors

ADD THE FOLLOWING TO CLAUSE 5.2.8.1

Open grid flooring shall be of square pattern type of approved manufacture with 40 x 4 mm minimum thickness bearer bars spaced at not more than 40 mm centres and shall be manufactured in grade 304 stainless steel or 3 CR 12 steel (as scheduled or as shown on the drawings). The tendered rate shall include all cutting into the required panels, banding and frames detailed below.

Open grid flooring shall be provided with welded frames as scheduled, made of 50 x 50 x 5 mm thick 3 CR 12 steel angles to provide seating for the open grid flooring. The net clearance between the sidebars of the open steel flooring and the vertical leg of the frame or strip shall be 5 mm per side. The frames shall be complete with 100 x 40 x 3 mm 3 CR 12 steel anchors fixed at 500 mm centres for building the frame into the concrete work.

Pickling and passivation shall be carried out in accordance with the requirements of the Standardized Corrosion and Painting Specification for Civil Employer's Agenting Works.

PS HA 5.2.18 Access Covers

Access Covers shall be manufactured in grade 304 stainless steel or hot-dipped galvanized (heavy coating), in accordance with the details as shown on the drawings.

The manhole covers shall be manufactured as per drawing and shall comply with the Municipality. Access covers in open grid flooring shall be manufactured as shown on drawings.

Pickling and passivation shall be carried out in accordance with the requirements of the Standardized Corrosion and Painting Specification for Civil Employer's Agenting Works

PSHA 8 MEASUREMENT AND PAYMENT

PS HA 8.3.2 Handrails

PS HA 8.3.2 Handrail assembly complete Unit: t

Delete the reference to "details given" and add: as specified in Sub-Clause PS HA 5.2.6 (state material to be used).

The tendered rate shall include handrails comprising hand and knee-rails installed complete as specified

PS HA 8.3.3 Cat ladder and safety cage (refer to drawing and Clause PSHA 5.2.7) Unit: No

Delete the reference to "details given" and add: as specified in Sub-Clause PS HA 5.2.6 (state material to be used).

The tendered rate shall include handrails comprising hand and knee-rails installed complete as specified

PS HA 8.3.4 Flooring, complete and installed with frames Unit: m²

Delete the reference to "details given" and add: as specified in Sub-Clause PSHA 5.2.8 (State material to be used)

PS HA 8.3.6 Corrosion Protection

SUBSTITUTE HA 8.3.6 WITH THE FOLLOWING:

The corrosion protection of sundry steel items shall not be measured separately. The cost thereof shall be included in the rate for the related item.

PS HA 8.3.7 Access covers (refer to drawing and Clause PSHA 5.2.12) Unit: No

The tendered rate shall include full compensation for the manufacture, delivery and installation of the cover to suit the position described and shown on the drawing.

PS L: MEDIUM PRESSURE PIPELINES

PS L 3 MATERIALS

PS L 3.1 GENERAL

Substitute the first sentence of L 3.1 with the following:

Types and classes of materials shall be as scheduled.

PSL 3.7.1 PVC PIPES AND SPECIALS

uPVC pipes shall be used as specified on the drawings or schedule of quantities.

PVC pipes shall be in accordance with SANS 966 (1998) Part 1 for uPVC pipe, shall bear the SABS mark and be of the class specified. All pipes shall be supplied in 6m lengths with spigot and socket ends and mechanical rubber rings joints. The pipe manufacturer shall be SANS/ISO 9001 : 2015 accredited.

Unless otherwise specified, all specials shall be manufactured of cast iron or spheroidal graphite (SG) iron, be bitumen dipped and shall be rated at not less than the pressure rating of the pipeline.

Hydrants and scour tees shall have a flanged branch and all other specials shall be socketed to receive PVC pipe with rubber ring joints

PSL 3.4 STEEL PIPES AND FITTINGS

Refer to particular specification PJ: SPECIFICATION FOR STEEL PIPES, FITTINGS, COATINGS

AND LININGS.

PSL3.8.2 FLEXIBLE COUPLINGS

Flexible couplings shall be manufactured from hot rolled asymmetric steel T sections with a profiled rolled steel sleeve and accommodated with an EPDM gasket.

Flexible couplings where scheduled, shall be of the "Viking Johnson" type or similar approved without central registers, unless otherwise specified. Couplings shall be protected by an approved fusion bonded powder coating system. The plain end of the steel pipe shall be properly prepared before corrosion protection so as to accept the flexible coupling.

The couplings shall be designed to withstand the same pressure as the pipes or fittings which are to be coupled (including test pressures). Couplings shall be supplied complete with bolts, nuts and washers.

Bolts and nuts are to comply with SANS 135 or SANS 136 as applicable. All bolts, nuts and washers shall be hot dip galvanised mild steel.

Bolts and nuts shall be fitted with two pressed steel flat washers, under the bolt head and under the nut. Bolt lengths shall be such that when tightened, not less than 3 mm or more than 6 mm of thread protrudes from the nut.

PSL 3.8.3 FLANGES AND ACCESSORIES

Unless otherwise indicated on the drawings or schedules of quantities, the dimensions and drilling of flanges shall be in accordance with the requirements of SANS 1123 Table 1600/3 or 2500/3 as specified. All flanges shall be truly at right angles to the axis of the pipe or fittings and shall be drilled with bolt holes off-centre. Flanges shall be manufactured from mild steel or where indicated from grade 316L stainless steel.

Puddle flanges shall be of the same diameter and thickness as the end flanges and shall be undrilled.

Flanged joints shall be supplied complete with a reinforced rubber insertion 3mm thick cut to the full depth of the flange.

Faces of flanges which will be in contact with jointing gaskets shall receive a protective coating of such thickness and consistence as will not impair the air/gas/water tightness of the joint.

Bolts and nuts are to comply with SANS 135 or SANS 136 as applicable. All bolts, nuts and washers shall be hot dip galvanised Gr8.8 mild steel. Where indicated and in use with stainless steel flanges all bolts, nuts and washers shall be of grade 316L stainless steel.

Bolts and nuts shall be fitted with two pressed steel flat washers, under the bolt head and under the nut. Bolt lengths shall be such that when tightened, not less than 3mm or more than 6mm of thread protrudes from the nut.

PS L 3.10 VALVES

PSL3.10.1 VALVES (SUB-CLAUSE 3.10)

(a) Gate Valves

Unless otherwise specified, valves shall conform to the requirements of SANS 664:2011 and shall be rated for a minimum working pressure of 1600 kPa, or 2500 kPa as specified. Cast iron valve components shall be made by the "Mechanite" process and the valve trim shall be Type B. The valves shall have non-rising spindles unless otherwise specified, shall be fitted with a

cap top for key operation and close in the anti-clockwise (left-hand-closing) direction.

RSV gate valves shall be provided for all normally open isolating valves up to 200 mm diameter. Wedge gate valves shall be provided for all normally closed isolating valves (i.e. scour valves) and for normally open/closed isolating valves larger than 200 mm diameter.

The gates for RSV gate valves shall be covered with nitrile-rubber or vulcanised EPDM (Ethylene Propylene). The gates shall be capable of being replaced without removing the valve body from the pipeline.

The valves shall be capable of being easily opened by one man against the maximum unbalanced pressure, and the effort required to operate each valve shall not exceed a torque of 180 Nm.

Valves rated up to Class 16 are to be fitted with a means of preventing leakage past the spindle of a type specified in SANS 664, in order to permit the re-packing of the gland while the valve is under pressure.

All valves shall be coated and lined with a fusion bonded epoxy powder coating system. Unless otherwise indicated, line valves on AC pipes shall be of the double spigot type and on PVC pipes up to 200 mm diameter shall be double socketed. Hydrant and scour isolating valves, valves on PVC pipelines larger than 200 mm diameter and valves on 75 mm diameter HDPE

pipelines shall be double flanged, with flanges to SANS 1123. Line valves on steel pipelines shall be double flanged.

Proof of build according to SANS664:2011 as well as all relevant general arrangement drawings, material and test certificates to be provided to the Employer's Agent for verification during review of the Contractor's proposed isolation valves to be used on the project.

(b) Air Valves

All air valves shall be of the double purpose type (i.e. air release and vacuum protection) with an anti-shock orifice for surge protection.

Air valves shall be of the "Vent-o-Mat Series RBX" type or similar approved.

Unless otherwise specified, air valves shall be rated for a working pressure of 1600 kPa or 2500 kPa, as specified on the drawings or schedule of quantities.

Air valves up to 50 mm nominal diameter shall be supplied with screwed BSP threaded inlets.

Air valves larger than 50 mm nominal diameter shall be supplied with flanged inlets to SANS 1123.

The valve body barrel shall be stainless steel Grade 316. The top and bottom floats, and the anti-shock orifice float shall be high density polyethylene. Washers, nuts, screws, nozzles and the baffle plate shall be stainless steel Grade 316. The top and bottom flanges shall be fusion bonded epoxy coated mild steel to BS 4360 Grade 43A.

(d) Non-return / reflux / check valves

NRV's / reflux valves / check valves may be swing check type with a PN 16 minimum pressure rating. The valves shall be suitable for either horizontal or vertical mounting with the angle of the door ensuring that closure starts at the point where forward flow declines.

The disk and hinge shall be fixed in the valve bonnet for easy access and maintenance. The body configuration shall be such that friction losses are minimized. The disc shall be fully encapsulated with rubber to prevent corrosion and ensures a drop tight shut-off, while the seat shall be hydraulically pressed into the body. The valve hinge shall be designed to adjust itself **accurately to the plane of the seating under load**.

Arm-weight type NRV's can also be considered if approved by the Water Local Authority or Rustenburg Local Municipality

(e) Flow / water meters

All 300 mm diameter and above flow meters are to be electromagnetic flow meters and shall be Class 16, to be supplied, delivered, installed and commissioned.

The flow meter shall be of the electromagnetic type, utilising pulsed DC excitation and shall be microprocessor based. It must be capable of measuring flow rate and flow total in both directions, with two independent totalisers to give flow for network management purposes. There shall be separate isolated analogue (4 to 20 mA) and pulse outputs (volts free) for forward and reverse flow. These outputs shall be fully user configurable.

The accuracy shall be better than 0,15% of the reading or ± 1 mm/s whichever is the greater, in both forward and reverse directions. The working flow range shall be 10 mm/s to 15 m/s (i.e.1500:1).

The repeatability shall be 0,05% of the reading or better. This performance is required for water management and / or billing purposes.

The meter shall offer lifetime stable zero so that routine zeroing is not required. The meter shall automatically indicate zero flow under empty pipe sensor conditions.

The meter performance shall have been verified on a test facility that is internationally acceptable (such as NAMAS, NIST, or equivalent), such that fully traceability is assured.

Laboratory traceability packs shall be available on request. It shall be possible to verify the calibration of the complete flow system (sensor and transmitter) in-situ, without removal of, or access to the sensor. A calibration certificate shall be provided.

Condition monitoring of the sensor, transmitter and interconnection cable shall be available to provide verification of long-term satisfaction field system operation. This shall be traceable and shall conform to ISO 9000 series quality standards. The meter shall be designed and manufactured under the ISO 9000 series quality standards. The meter shall have lay lengths to current ISO standards for magnetic meters to facilitate interchangeableness of products.

The wetted materials shall be compatible with, and suitable for, the appropriate application. An internationally recognized body such as WRC, AWWA, or equal shall certify the liner. Acceptable electrodes are stainless steel, Hastelloy C, Tantalum, or Titanium. The power supply shall be 85 - 265 v AC, 40 - 400 Hz for mains powered devices, or 24 v for DC powered devices without the need for link setting or voltage selection to allow for dips and surges without disruption. The impedance shall be 10 to the power 15 ohms or greater so that electrode fouling does not affect signal integrity. The meter shall be furnished with built-in grounding electrodes of the same material as the sense electrodes. The flow sensor shall be rated IP68, and be suitable for indefinite submergence to a depth of 10 m.

Multiple diagnostic and self-monitoring functions such as empty pipe detection, low/high flow ,reverse flow, flow over-range, etc. shall be standard features. Integral and dual output alarms shall be provided. Serial communication shall be provided as standard. It shall be possible to pre-commission the system using a configurator and verify all display and outputs. Dual or triple line alphanumeric backlit display shall indicate user defined flow rate and flow total units and all menu selection shall be possible from outside the electronic housing. Data shall be stored in non-volatile memory with a retention capacity of 10 years. The meter software shall incorporate dual password features, to prevent inadvertent or fraudulent program or unit changes.

The electronic housing may be integral or remote and may be safety certified to FM, CENELEC,CSA.SAA, or Gost standards for international usage without the need for air purging. It shall be NEMA 4X/IP65 or better with separate electronics and termination areas for enhanced protection. The system shall conform to EMC Directive 89/336/eec to 10 v/m, for electromagnetic radiation susceptibility standards. The tube must be lined with an approved potable water liner - neoprene or hard rubber, which will stand up to the duty and conditions specified. Vacuum conditions must be considered. All end connections shall be flanged, drilled to SABS 1123, Table 1600 / 3 as specified. A set of earth rings and copper connecting wire must be supplied with each primary head. Electrical protection must be class IP68. The signal

converter must be of the compact type. It must be possible to use a signal converter with any other primary head of the same make, with reasonable accuracy.

PSL3.11.5.1 MATERIALS FOR MANHOLE COVERS AND FRAMES

Manhole covers and frames shall be as detailed on the Employer's Agent's drawings or schedules of quantities, and conform with the requirements of SANS 558 where applicable.

PSL3.12 MARKER POSTS

A concrete / impregnated polymer (plastic) valve marker shall be placed within 500mm from the closest erf boundary.

Powder blue impregnated valve markers with blue caps with a "V" moulded into the marker shall be positioned opposite normal isolating valves.

Powder blue impregnated valve markers with red caps with a "ZV" moulded into the marker shall be positioned opposite zone isolating valves.

All existing valves, where applicable shall be paint marked with a 'V' / 'ZV' template in the relevant colour of the type of valve on the kerbstone closest to the valve.

In the case of new developments the 'V' and/or 'ZV' shall be moulded/formed in the relevant kerbstone and paint marked accordingly.

PSL 5.4 CONCRETE ENCASEMENT TO PIPES

Where concrete encasement is specified, the Contractor shall place the encasement in accordance with details shown on the Employer's Agent's drawings.

PSL 5.5 ANCHOR/THRUST BLOCKS

If there is any doubt regarding the suitability of the in-situ material at any location, the Contractor shall obtain a ruling from the Employer's Agent prior to casting the thrust blocks. Thrust blocks shall be constructed as detailed on the drawings.

PSL 5.6 AND 5.7 VALVE CHAMBERS AND MANHOLES

All chambers shall be purposely designed to suite the specific valve installation with regards to size and type. Chambers shall be constructed from reinforced concrete, in accordance with the relevant SANS Specifications pertaining to water retaining structures and sealed to prevent stormwater ingress.

ADD THE FOLLOWING NEW SUBCLAUSE

PSL 5.11 WORK ON EXISTING MAINS

Where connections are to be made to existing mains, the Contractor shall excavate back along the existing main only as far as is necessary to complete the connection satisfactorily and shall ensure that the existing mains are disturbed as little as possible. Backfilling shall be carefully placed and properly compacted beneath existing and new work to ensure that the mains, specials, etc. are properly bedded.

Work on existing mains and components of the reticulation system shall be carefully planned in consultation with the Employer's Agent and shall be requested and arranged timeously by the Contractor. The work shall be carried out expeditiously to ensure that the disruption of services and inconvenience to the local residents and water users is kept to a minimum. All tie-ins shall be completed within a maximum time (hours) as specified and confirmed by the relevant operational depot of the Employer.

The Contractor under strict supervision by the Employer's Agent or The Employer will do all these connections.

Hand excavation must be used to expose the existing mains and/or erf connections where required.

While every effort has been made to ensure that the information relating to these connections is correct

the Employer's Agent or The Employer takes no responsibility for the accuracy, or for the completeness of the information."

ADD THE FOLLOWING NEW SUBCLAUSE

PSL 5.12 CONNECTION TO EXISTING MAINS

The Contractor shall supply all the necessary fittings / materials and equipment for under pressure or unpressurized connections suitable for all pipe sizes.

The Contractor shall confirm all measurements on-site prior to the ordering of any pipe fittings and shall prepare the necessary shop drawings and method statements for the Employer's Agent review.

PSL8.2 MEASUREMENT AND PAYMENT

Pipelines will be measured per lineal meter along the centreline of the pipeline and to the centreline of connecting mains.

PS L 8.2.11 Anchor/Thrust Blocks and Pedestals Unit : m3

Substitute L 8.2.11 with the following:

The concrete shall be measured net volume to the specified width and depth in excess of the external volume of the pipe (i.e. the volume of the pipe will be deducted). The rate shall cover the cost of formwork and concrete.

ADD THE FOLLOWING NEW SUBCLAUSE:

PS L 8.2.16 Potable Water Sampling Points Unit : No

The rate provided by the contractor shall include the complete manufacturing, supply and installation of potable water sampling points in strict accordance with the approved construction drawings. The final position of sampling points are to be confirmed on-site with the Employer's Agent prior to manufacturing, supply and installation.

ADD THE FOLLOWING NEW SUBCLAUSE:

PS L 8.2.17 New Infrastructure Tie-In to Existing Infrastructure Unit : Prov. Sum

PSLE STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1 CULVERT UNITS AND PIPES

d) Skewed ends

ADD THE FOLLOWING:

"Skewed ends for pipe culverts may be cut on Site."

PSLE 3.4 MANHOLES, CATCHPITS, AND ACCESSORIES

PSLE 3.4.1 Bricks

ADD THE FOLLOWING:

"Bricks shall be Employer's Agenting bricks complying with the requirements of SABS 227."

PSLE 5 CONSTRUCTION

PSLE 5.2.6 CONNECTING TO EXISTING STORMWATER

ADD THE FOLLOWING NEW SUBCLAUSE:

New Stormwater pipes connecting into existing Stormwater shall be aligned such that the crowns of the pipes are on the same level unless otherwise shown on the Project drawings. Care shall be taken to prevent water, concrete and rubble from falling into the live network during the tie-in operations. The tie-in operation shall be carried out in such a manner that the existing water will not contaminate the surrounding area.

PSLE 5.8 CONSTRUCTION OF SUBSURFACE DRAINS

After the completion of the excavations, the bottom portion of the trench shall be lined with geotextile sheeting as shown on the Drawings. The top edges of the vertical portions of the geotextile sheeting shall be tacked to the sides of the excavations with nails or by another suitable approved means. An overlap of at least 200 mm shall be provided at each joint. Geotextile sheeting damaged during the installation or construction shall be replaced at the Contractor's cost.

A layer of crushed stone of the thickness shown on the Drawings shall be placed on the geotextile and be lightly tamped and finished to the required gradient.

Pipes of the required size shall be firmly bedded on the permeable material, true to level and grade, and coupled where required. The trench shall then be backfilled with crushed stone to the height above the pipes shown on the Drawings or as directed by the Employer's Agent.

Crushed stone shall be placed in layers of not more than 300 mm at a time and shall be lightly compacted.

Care shall be taken to prevent the contamination of crushed stone during construction of the subsurface drains and all material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.

Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations at the top or at the bottom, as directed. The higher end of subsurface drain pipes shall be sealed off with a loose concrete cap of class 20/19 concrete, as shown on the Drawings and at intervals as indicated on drawings the pipe shall be built into brick junction boxes for inspection. The nominal size of the boxes will be specified on drawings with variable depths.

After all the crushed stone filter material has been placed, the protruding vertical filter material has been placed, the protruding vertical sections of the geotextile sheeting shall be folded back across the filter material so that the filter material will be completely enwrapped in the geotextile. An overlap of at least 200 mm shall be provided between the portions folded back.

The remainder of the trench shall be immediately backfilled with approved impermeable material preferably obtained from the excavations, in layers not exceeding 150 mm and compacted to 90% of modified AASHTO density, unless otherwise ordered by the Employer's Agent. The trench shall be specially protected against the ingress of water, soil and silt until the backfilling with impermeable material has been completed.

Permeable material in subsoil drains shall not be taken to the surface but shall be discontinued at such heights as will be determined by the Employer's Agent.

Any section of a subsurface drain constructed with pipes without perforations or slots shall be backfilled with impermeable backfill material as described above. Suitable excavated material may be used for backfilling.

Payment for excavations as well as for backfilling with impermeable material will be made under SABS 1200 DB."

PSLE 8 MEASUREMENT AND PAYMENT

PSLE 8.2 SCHEDULED ITEMS

ADD THE FOLLOWING ITEMS:

PSLE 8.2.14 CONNECTION TO EXISTING STORMWATER

AMEND THIS SUBCLAUSE TO READ:

a. New Stormwater Pipes to Existing ManholesUnit: No

The rate shall cover the cost of breaking into the existing manhole, grouting in the new pipe, demolishing and reforming the benching as required, sealing all new joints for water tightness, removal of all building rubble from the manhole and dealing with the water flow during the tie-in operations.

PSLE8.2.15 Sub-soil Drains

a. Excavate subsoil pipe trenches.....Unit: m³

Excavate by machine in all materials for subsoil pipe trenches and use for embankment or backfill or dispose, as ordered.

b. Supply and place Bidim A2 filter cloth, or similar geotextileUnit: m

Supply and install complete, as indicated on the drawings in trench.

c. Supply, handle and install high strength rigid slotted HDPE perforated subsoil drainage pipe.

i)110mm Unit: m

ii)160mm Unit: m

d. Supply and place 19mm concrete stone.....Unit: m³

e. Construct brick drainage junction boxesUnit: No

PARTICULAR SPECIFICATIONS

PARTICULAR SPECIFICATIONS PA: FENCING

PA 1 GENERAL

This section covers the supply, installation and erection of new security fences, new gates, the moving of existing fences, the erection and later removal of temporary fences and the dismantling of existing fences.

PA 2 SUPPORTING SPECIFICATIONS

The following Specifications shall, inter alia, form part of the Contract Document:

- (a) Project Specifications;
- (b) SANS 1200 A, General
- (c) SANS 1200 AA, General (Small Works) as applicable
- (d) SANS 1200 C, Site Clearance
- (e) SANS D, Earthworks
- (f) SANS 1200G, Concrete (structural)
- (g) SANS HA, Structural Steelworks (sundry items)
- (h) The Standardized Specification for Corrosion Protection and Painting for Civil Employer's Agenting Work.

PA 3 GENERAL REQUIREMENTS

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set.

Where temporary fences are erected they shall be firm and of sufficient height with a sufficient number of wires to prevent the passage of stock.

The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire or netting so as not to create a hazard to grazing animals or a nuisance to the owners of the ground.

PA 4 MATERIALS

PA 4.1 STEEL

A minimum of 80% of all material used shall be of South African origin and locally manufactured. The Contractor will be required to provide the necessary proof of origin. Hot rolled steel of commercial quality with a minimum yield strength of 235MPa may be used in the fabrication of the various elements other than posts and base plates which shall be manufactured from grade S355JR. Steel section profiles shall comply with the requirements for dimensions and properties given in the South African Institute of Steel Construction's structural steel tables. Fencing material shall be constructed from High Tensile Wire with a minimum UTS of 600MPa and in accordance with SANS 935. yield stress of at least 355MPa required for class S355JR. This will apply to fence posts. All other cold-formed sections could be commercial grade S235JR.3.2 STEEL USED FOR COLD-FORMED SECTIONS. All steel used in the manufacture of cold formed sections for use as structural members as in above shall have a minimum yield stress of at least 355MPa required for class S355JR. This will apply to fence posts. All other cold-formed sections could be commercial grade S235JR.

PA 4.2 STRUCTURAL TUBULAR AND HOLLOW STEEL SECTIONS.

All steel used in the manufacture of hollow sections shall comply with the requirements of SABS 1431 or SABS 657: Part I. Where so specified, special steels shall be used.

PA 4.3 WELDING CONSUMABLES

Electrodes. Welding electrodes shall comply with the applicable requirements of SABS 455 or such other standard as may be agreed upon by the Employer's Agent and the Contractor through a formal concession request. Storage and Handling. The storage and handling of all consumables shall be in accordance with the requirements of BS 5135.3 Quality. Welding consumables, in addition to complying with the requirements of shall be such that they produce weld metal that, when tested in accordance with the applicable method given in BS 709, has a minimum yield stress and minimum tensile strength at least

equal to those of the parent metal.

PA 4.4 BOLTS, NUTS AND WASHERS

Bolts and Nuts (other than Friction-grip). Bolts and nuts other than fitted bolts and other than bolts and nuts for friction grip joints shall comply with the requirements of SABS 135, SABS 136 or SABS 1143 (as applicable) for the type shown on the drawings or scheduled. Nuts shall be of at least the strength grade appropriate to the grade of bolt or other threaded element with which they are used. Fitted bolts shall comply with the relevant requirements of SABS 136. Except as provided for in, washers for bolts and nuts shall comply with the relevant requirements of SABS 1149. Friction Grip Fasteners. High-strength friction grip bolts and associated nuts and washers shall comply with the relevant requirements of SABS 1282 and shall be capable of being reliably tightened to the applicable load recommended in SABS 094. Other types of friction-grip fasteners may also be used subject to approval and provided that they have mechanical properties not inferior to bolts complying with the relevant requirements of SABS 1282 and that they are capable of being reliably tensioned to the applicable load recommended as stated in SABS 094.

PA 4.5 MILD STEEL RIVETS

Mild steel rivets shall comply with the relevant requirements of SABS 435

PA 4.6 INVISIBLE STEEL MESH PANELS

Panel Sizes. Mesh panel sizes will be required in the following sizes/heights:

2400mm high panels

2000mm high panels

1800mm high panels

1200mm high panels

PA 4.7 GATES

The clear width for pedestrian gates shall be 1200mm wide, matching the panel heights as listed above.

Vehicle Access Gates. Two sizes are required, being: 4500mm wide opening –two leaf swing gate 6000mm wide opening –two leaf swing gate.

PA 4.8 HOT DIPPED GALVANISING

All mild steel and high tensile steelwork, including all fasteners and fastener components, shall be hot dipped galvanized to SANS 121:2011 / ISO 1461:2009. No electroplated or electrogalvanized steelwork of any nature will be accepted.

PA 5 PLANT

Plant and equipment used in the handling, fabrication and erection of the fencing shall comply with the requirements of the Machinery and Occupational Safety Act, 1993 (Act 85 of 1993) containing the Construction Regulations, 2014, as applicable. Handling and lifting plant shall have enough capacity to ensure that the fencing material is placed in its final position without distortion or undue stressing of members. The use of cranes, lifting devices, safety belts, harnesses, nets and barricades shall comply with the recommendations given in BS 5531. Pneumatic or hydraulic equipment shall be used for the driving of rivets.

PA 6 CONSTRUCTION

PA 6.1 CLEARING OF FENCE LINE

The fence line shall be cleared over a width of at least 1 m on each side to the centre-line of the fence and surface irregularities shall be graded so that the fence will follow the general contour of the ground.

Clearing shall include the removal of all trees, scrub, stumps, isolated loose boulders or stones and other obstructions which will interfere with proper construction of the fence. Stumps within the cleared space shall be grubbed as described in SANS 1200 C. The bottom of the fence shall be located at uniform distance above the ground line in accordance with the requirements shown on the drawings. All material removed shall be burnt or disposed of in disused borrow pits.

PA 6.2 CLOSING OPENINGS UNDER FENCES

At ditched, streams, drainage channels or other hollows where the fence cannot follow the general ground

contour, the Contractor shall close the opening under the fence by means of horizontal barbed wires 150mm apart and stretched between additional standards or straining posts as shown on the Drawings.

The opening shall be covered with strips of mesh, fixed to the barbed wires where applicable. In the case of larger streams, the opening below the lower fencing wire shall be closed by means of loose-hanging wire nets as shown on the Drawings. These mats shall be erected at streams only on the instructions of the Employer's Agent.

PA 6.3 EXISTING FENCES

Where a new fence joins an existing fence, whether in line or at an angle, the new fence shall be erected with a new straining post positioned at the junction with the existing fence. Existing fences that are required to be taken down or moved to a new location shall be dismantled and shall either be re-erected to the same design as originally constructed, with such modifications as the Employer's Agent may require, or shall be erected to one of the standards specified in PSVB 1.1 if so scheduled.

Material not required for re-erection or declared to be unsuitable for re-use shall be removed from the site in accordance with the Employer's Agent's instructions. In the case of existing fences that require moving, the Contractor shall, where possible, re-use all material found to be suitable for this purpose, and shall supply any such new materials as may be required for re-erecting the fence to the standards specified for new fences. The Contractor shall take extreme care when straining used wire to avoid unnecessary breakage.

PA 6.4 INSTALLING GATES

Gates shall be installed at the positions indicated on the Drawings. The gates shall be hung on gate fittings in accordance with the details shown on the Drawings. Gates shall be so erected that they swing in a horizontal plane at right angles to the gate posts and clear of the ground in all positions. Double swing gates shall close to have gaps as shown on the drawings.

Gates shall be installed at the positions indicated by the Employer's Agent.

Gates shall comply with the requirements of CKS 146 and shall be manufactured to the dimensions shown on the Drawings. Gates shall be complete in every respect, and shall include hinges, bolts with nuts and washers, barrel bolts with tubular receivers in both closed and open positions, suitable and effective catches and locking chain, which shall be attached to the gate with padlock and two keys.

PA 7 TESTING & GUARANTEES

PA 7.1 TEST CERTIFICATES

Where required in terms of the Project Specification, test certificates, certificates of origin, or both, pertaining to the steel and all other materials to be used, shall be supplied to Rustenburg Local Municipality by the Contractor.

PA 7.2 INSPECTION

Access to all areas where work is being carried out, shall be provided to Rustenburg Local Municipality or its designated agent at all reasonable times.

PA 7.3 INSPECTION AND TESTING OF WELDS.

The Contractor shall examine welds as follows: Visual inspection to check that there is no cracking or unacceptable undercutting or porosity, as recommended in SANS 1044: Part III and that full fusion has been obtained in the process. Dimensional checks in accordance with AWS D1.1.

PA 7.4 GUARANTEES

The Contractor is to supply a guarantee of a minimum 10 years on all fencing materials supplied and 3 years on workmanship.

PA 7.5 HOT DIPPED GALVANISING

It is a requirement of this document to provide appropriate certification of the hot dipped galvanizing agent's accreditation.

PA 8 MEASUREMENT AND PAYMENT

PA 8 LISTED ITEMS

PA 8 SUPPLY AND ERECT NEW STEEL SEE THROUGH FENCE

The applicable units of measurement are as follows:

PA 8.2.1 New 2,4 m high see through fence complete as per drawing.....Unit: metres (m)

The tendered rate shall include full compensation for the design, procuring, installing and furnishing of all material, posts, hinges, bolts, mesh, foundations and the erection as specified and as shown on the drawings.

PA 8.2.2 New 2,4 m high Concrete Palisade fence complete as per drawing.....Unit: metres (m)

The tendered rate shall include full compensation for the design, procuring, installing and furnishing of all material, posts, hinges, bolts, mesh, foundations and the erection as specified and as shown on the drawings.

PA 8.2.3 New 2,1 m high Razor Wire fence complete as per drawing..... Unit: metres (m)

The tendered rate shall include full compensation for the design, procuring, installing and furnishing of all material, posts, hinges, bolts, mesh, foundations and the erection as specified and as shown on the drawings.

PA 8.3 REPAIR AND OR REFURBISH EXISTING SECURITY FENCE

The applicable units of measurement are as follows:

PA 8.3.1 Repair fence complete to match existing for:

PA 8.3.1 Concrete Palisade Security Fence.....Unit: metres (m)

The tendered rate shall include full compensation for repairing, procuring and furnishing of all material, labour and plant required, erection of any material, fixings, poles, beams or pillars complete as per the existing fence specification to match existing.

PA 8.3.2 Steel See Through Security FenceUnit: metres (m)

The tendered rate shall include full compensation for repairing, procuring and furnishing of all material, labour and plant required, erection of any material, fixings, poles, mesh and wire complete as per the existing fence specification to match existing.

PA 8.4 SUPPLY AND ERECT NEW SECURITY GATE

The applicable units of measurement are as follows:

PA 8.4.1 New 2.4m high, 4m wide steel palisade security gate (Double Leaf Type) complete as shown in the drawingUnit: number (no)

The tendered rate shall include full compensation for the procuring and furnishing of all material and the erection of the gate complete as specified and as shown on the drawings.

PA 8.4.2 New 2.4m high, 4m wide steel palisade security gate (Sliding Type) complete as shown in the drawingUnit: number (no)

The tendered rate shall include full compensation for the procuring and furnishing of all material and the erection of the gate complete as specified and as shown on the drawings.

PA 8.4.3 New 2.1m high, 4m wide razor security gate (Double Leaf Type) complete as shown in the drawing

.....Unit: number (no)

The tendered rate shall include full compensation for the procuring and furnishing of all material and the erection of the gate complete as specified and as shown on the drawings.

PA 8.5 SUPPLY AND INSTALL SIGNAGE

The applicable units of measurement are as follows:

PA 8.5.1 New approx 1m² reservoir complex name signboard (1,6mm thick chromadek steel plate with 25mm

square tubing frame) complete fixed to fence next to main entrance.....Unit: number (no)

The tendered rate shall include full compensation for supplying signboard complete, with legend painted as specified, erection, fixing, and all other painting complete as specified and as shown on the drawings.

PA 8.5.2 New approx 1m² access control and safety signboard (1,6mm thick chromadek steel plate with 25mm square tubing frame) complete fixed to main entrance Unit: number (no)

The tendered rate shall include full compensation for supplying signboard complete, with legend painted as specified, erection, fixing, and all other painting complete as specified and as shown on the drawings

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) Hand excavation for concrete lined open drains.
- c) Concrete lining for open drains.
- d) Construction of all edge beams.
- e) Preparation of bedding material for stormwater pipes.
- f) Finishing of road reserve.

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
- (b) stormwater drainage

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

(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 in-situ 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.

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

(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 14 Grassing

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

PLI 15 Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

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

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.

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Applicable Specifications

Series SABS 1200 of the Standardized Specification for Civil Engineering Construction Series, including the variations and additions thereto included in section C3.4.2 of this document shall be applicable to this contract.

C3.5.1.3 Construction Programme

The Contractor shall supply within the period stated in the Contract Data a suitable and realistic construction programme that is based on the construction drawings issued by the Engineer, for consideration by the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works, as well as the resources that will be allocated to each item or phase of the Works. Quantities proposed for execution during each month must be shown. In addition, the anticipated cash flow for the Contract, based upon these quantities, shall be shown following the prescribed format.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of the Engineer or his Representative. Should such approval be given an adjusted programme shall be produced within seven (7) days and submitted to the Engineer for evaluation.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.5.1.4 Drawings, Operation and Maintenance Manuals

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

C3.5.1.5 Site Administration

An index to the Engineer's standard site administration forms as well as examples of some of the administration forms is appended as in Part C4.6. Acceptance control, record keeping, and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

C3.5.1.6 Daily Site Diary

The daily site diary in accordance with the pro forma appended in Annexure A shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Engineer's Representative.

C3.5.1.7 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.8 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

C3.5.1.9 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C3.5.1.10 Site Instructions

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

C3.5.1.11 Site Meetings

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

C3.5.1.12 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's representative on Site not later than the 20th of each month (or as agreed between the Contractor and the Engineer).

All quality calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard forms that are appended as annexure to the Scope of Works.

C3.5.1.13 Environmental Management Plan

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan appended in this document (if any).

C3.5.1.14 Community Liaison and Community Relations

In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognizance of the character, culture and

circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Contract Data, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.5.1.15 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.5.1.16 Features Requiring Special Attention

C3.5.1.16.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed inside built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Scope of Work. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.5.1.16.3 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.5.1.16.4 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of storm water from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works.

C3.5.1.16.5 Survey and Setting Out

The Engineer has established survey beacons on site from which the Contractor can set out the Works. The position and co-ordinates of the permanent survey beacons have been shown on the drawings. The Contractor shall be responsible for the protection of all these survey beacons and reference points from handing over of the beacons to the Contractor to completion of the Works. Property beacons and trigonometrically survey beacons that are disturbed or destroyed during the course of the contract shall be replaced at the Contractor's cost by a registered land surveyor who shall verify such replacement. The Contractor's attention is drawn to the requirements of SABS 1200 A (General), Clause 5.1, in this respect.

The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works from the beacons established above and for the provision of all necessary instruments, appliances and labour in connection therewith. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer shall, in respect of cost of such rectification, be entitled to make a claim in accordance with Clause 48 of the Contract Data.

C3.5.1.17 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 34 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C3.5.1.18 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times under no circumstances may any person except guards be allowed to sleep on the building site.

FUNCTIONALITY

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

FUNCTIONALITY

NB: For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of 70 out of 100 points for functionality.

Values: 0 = Very poor, 1 = Poor, 3 = Good, 5 = Excellent

Rustenburg Local Municipality reserves the right to verify all the information provided.

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
Company Experience: Roads projects					
1.1	Previously completed Roads (Earthworks; and service) projects (Please attach appointment letters and completion letters per project on client letterhead) from 2018-2023	35	Attach appointment completion certificates. Please note that amounts will not be cumulative		
	R 18 million and above (Value= 5)				
	R 11m – R 17 million (Value = 3)				
	R 1m- R 10million (Value = 1)				
	Below or Non submission of appointment letters /completion certificates (Value = 0)				
Key Personnel : Qualification					
2.1	Contracts Manager: Civil Engineering	15	Attach certified copies of qualifications which are SAQA-accredited		
	NQF Level 8 and above (Value 5)				
	NQF Level 7 (Value 3)				
	NQF Level 6 (Value = 01)				
	Below or Non submission (Value = 0)				
2.2	Site agent: Civil Engineering	7.5	Attach certified copies of qualifications which are SAQA-accredited		
	NQF Level 8 and above (Value 5)				
	NQF Level 7 (Value 3)				
	NQF Level 6 (Value = 01)				
	Below or Non submission (Value = 0)				
2.3	Health and Safety Officer: Safety Management or SAMTRAC	05	Attach certified copies of qualifications that are SAQA-accredited		
	NQF Level 7 and above (Value 5)				
	NQF Level 6 (Value 3)				
	NQF Level 5 (Value = 01)				
	Below or Non submission (Value = 0)				
Key personnel: Attach a comprehensive CV with relevant civil work experience					
3.1	Contracts Manager	15	Attach a comprehensive CV with relevant roads work experience		
	11 Years' and above experience (Value = 5)				

	6 – 10 Years' experience (Value = 3)				
	1 – 5 Years' experience (Value = 1)				
	Below or Non submission (Value = 0)				
3.2 Site Agent		7.5	Attach a comprehensive CV with relevant roads work experience		
	11 Years' and above experience (Value = 5)				
	6 – 10 Years' experience (Value = 3)				
	1 – 5 Years' experience (Value = 1)				
	Below or Non submission (Value = 0)				
3.3 Health and Safety Officer		05	Attach a comprehensive CV with relevant roads work experience		
	11 Years' and above experience (Value = 5)				
	6 – 10 Years' experience (Value = 3)				
	1 – 5 Years' experience (Value = 1)				
	Below or Non submission (Value = 0)				
3.4 Bank Rating		05	Attach confirmation from the bank		
	R 1,3m and above (Value = 5)				
	R 434,000 – R 1,3m (Value = 3)				
	R 0 – R 433,000 (Value = 1)				
	Below or Non submission (Value = 0)				
NQF Level 5 Accreditation (Manage Labour – Intensive Construction Projects) Any of the above-mentioned personnel Contracts Manager or Site Agent)		05	Accreditation (Manage Labour – Intensive Construction Projects) Any of the above-mentioned personnel Contracts Manager or Site Agent and Site Foreman)		
	NQF Level 5 – (Value = 5)				
	Any NQF Level less than 5 or no attachment – (Value = 0)				
TOTAL		100			

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.

AUTHORITY FOR SIGNATORY

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

SIGNATORY AUTHORISATION

FORM T2.2.2: AUTHORITY OF SIGNATORY

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

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

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

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

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

☐
- a joint venture, and attach hereto

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

SIGNED ON BEHALF OF TENDERER:

PLEASE NOTE:

Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

**MBD 1
INVITATION TO BID**

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

**PART A
MBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/OMM/0166/2024/25	CLOSING DATE:	08 SEPTEMBER 2025	CLOSING TIME:	09:00
DESCRIPTION	RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY

MISSIONARY MPHENI HOUSE

CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

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]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. L. Mokoka
CONTACT PERSON	Ms. J. Masinga	TELEPHONE NUMBER	014 590 3098
TELEPHONE NUMBER	014 590 3123	E-MAIL ADDRESS	
E-MAIL ADDRESS	jmasinga@rustenburg.gov.za		lmokoka@rustenburg.gov.za

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, COMPLETED WITH A BLACK PEN
1.3.	THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
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 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL 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:

DATE:

**MBD 4
DECLARATION OF INTEREST
(IN CASE OF MULTI DIRECTORS OR JOINT
VENTURE, BIDDERS MUST SUBMIT SEPARATE
MBD 4 DECLARATION FORMS FOR EACH
DIRECTOR)**

**RLM/OMM/0166/2024/25 - RE-ADVERT:
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CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

No bid will be accepted from persons in the service of the state¹.

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:

2.3. Position occupied in the Company (director, trustee, shareholder²):

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number.....

2.7. Personal Reference Tax Number.....

- 2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.8. Are you presently in the service of the state?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 2.8.1. If yes, furnish particulars.

.....

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

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

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

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

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

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

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

2.9. Have you been in the service of the state for the past twelve months?

(Tick applicable box)

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

2.9.1. If yes, furnish particulars.....

.....

2.10. 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?

(Tick applicable box)

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

2.10.1. If yes, furnish particulars.....

.....

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

(Tick applicable box)

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

2.11.1. If yes, furnish particulars.....

2.12. Are any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state?

(Tick applicable box)

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

2.12.1. If yes, furnish particulars.....

.....

2.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

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

2.13.1. If yes, furnish particulars.....

.....

2.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

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

2.14.1. If _____ yes, _____ furnish
particulars.....

.....

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10
MILLION (ALL APPLICABLE TAXES INCLUDED)**

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
--

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?

*YES	NO
------	----
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES	NO
------	----
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.

.....

.....

.....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----
- 3.1 If yes, furnish particulars

.....

.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----
- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
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.

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....**2025**
Date

MBD 6.1
PREFERENCE POINTS CLAIM FORM

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: *"The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Percentage (%) Ownership by HDIs	Points (5)		Full CSD Report
81-100	5		
61-80	4		
41-60	3		
21-40	2		
1-20	1		
0%	0		
Percentage (%) Ownership by Women	Points (8)		
91-100	8		
81-90	7		
71-80	6		
61-70	5		

51-60	4		
41-50	3		
21-40	2		
1-20	1		
0	0		
Percentage (%) Ownership by Youth	Points (6)		
81-100	6		
71-80	5		
61-70	4		
41-60	3		
31-40	2		
1-30	1		
0	0		
Percentage (%) Ownership by Disability	Points (1)		
1-100	1		
0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the

organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

MBD 8
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all the bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. 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).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	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 three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	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 comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM 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

MBD 9
CERTIFICATE OF INDEPENDENT BID
DETERMINATION

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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. I, the undersigned, in submitting the accompanying bid: **RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT** (Bid Number and Description) in response to the invitation for the bid made by:

RUSTENBURG LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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): Bidders are required to fill in the name of their company in the space provided above.

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 consortium³ will not be construed as collusive bidding.
- 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.

³ 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CIDB DOCUMENTS

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

Contents

Number	Heading
--------	---------

The Tender

Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
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T1.2	Tender Data
------	-------------

Part T2: Returnable documents

T2.1	List of Returnable Documents
------	------------------------------

T2.2	Returnable Schedules
------	----------------------

The Contract

Part C1: Agreement and Contract Data

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

C1.2	Contract Data
------	---------------

C1.3	Form of Guarantee
------	-------------------

C1.4	Occupational Health and Safety Agreement
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Volume 3 – Book 2 of 3

Part C2: Pricing data

C2.1	Pricing Instructions
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C2.2	Bills of Quantities
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Part C3: Scope of Work

C3	Scope of Work
----	---------------

Part C4: Site information

C4	Site Information
----	------------------



RUSTENBURG LOCAL MUNICIPALITY

RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
F.1.1	The employer The employer is The Rustenburg Local Municipality.
F.1.3.2	Replace the contents of the clause with the following: The Standard Conditions of Tender, the Tender Data, List of Returnable Documents, and Returnable Schedules, which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
F.2.1	Eligibility Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: Every member of the joint venture is registered with the CIDB. The lead partner has a contractor grading designation in the 7CE or higher, and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work. Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.
F.2.1.	Eligibility Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.2	Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.
F.2.7	Clarification Meeting There will be no compulsory briefing session.



RUSTENBURG LOCAL MUNICIPALITY

RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT.

Clause Number	Tender Data
F.2.10.5	<p>Pricing and tender offer Add the following to the clause:</p> <p>A digital copy of the Bill of Quantities can be obtained from E-Tender portal</p>
F.2.11	<p>Alterations to documents Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
F.2.12	<p>Alternative tender offers If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
F.2.13	<p>Submitting a tender offer Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>



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Clause Number	Tender Data												
F.2.13.2	<p>Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>												
F.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original.</p>												
F.2.13.4	<p>Add the following to the clause: Only authorised signatories may sign the original tender offer where required in terms of 2.13.3.</p>												
F.2.13.5 F2.15.1	<p>The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Physical address and Location of tender box: Foyer of Missionary Mpheni House, c/o Beyers Naude and Nelson Mandela Drive, Rustenburg. Identification details: BID NO: RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT. the closing date and time of the tender.Postal address: P O Box 550, Rustenburg, 0300</p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>												
F.2.13.9	<p>Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>												
F.2.14	<p>Information and data to be completed in all respects Add the following to the clause: The Tenderer is required to enter information in the following sections of the document:</p> <table><tr><td>Section T2.2</td><td>:</td><td>Returnable Schedules Section</td></tr><tr><td>Section C1.1:</td><td></td><td>Form of Offer and Acceptance Section</td></tr><tr><td>Section C1.2</td><td>:</td><td>Contract Data (Part 2) Section</td></tr><tr><td>Section C2.2</td><td>:</td><td>Bill of Quantities</td></tr></table> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the</p>	Section T2.2	:	Returnable Schedules Section	Section C1.1:		Form of Offer and Acceptance Section	Section C1.2	:	Contract Data (Part 2) Section	Section C2.2	:	Bill of Quantities
Section T2.2	:	Returnable Schedules Section											
Section C1.1:		Form of Offer and Acceptance Section											
Section C1.2	:	Contract Data (Part 2) Section											
Section C2.2	:	Bill of Quantities											



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Clause Number	Tender Data
	<p>degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
F.2.15.1	<p>Closing Time</p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.15.2	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16.1	<p>Tender offer validity</p> <p>The tender offer validity period is 90 days.</p>
F.2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
F.2.18	<p>Provide other material</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p>
F.2.20.	<p>Accept that the Employer, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the letter of intent referred to below.</p> <p>The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee with be put in place upon appointment.</p>
F.2.22	<p>Return of other tender documents</p> <p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
F.2.23	<p>Certificates</p>



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Clause
Number

Tender Data

The tenderer is required to submit with his tender:
a Certificate of Contractor Registration issued by the CIDB
a copy of the CSD full report
All documents stated as mandatory documents.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4

Opening of tender submissions
Tenders will be opened immediately after the closing time for tender

F.3.5

Two-envelope system
A two-envelope procedure will not be followed.

F.3.11

Evaluation of Tenders
The procedure for the evaluation of responsive tenders is Method 1 (Functionality, 80/20 Preferential Point System).

EVALUATION ON TENDER PRICE

The following formula will be used to calculate the points for price.

$$Ps = x \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

where:

Ps = points scored for comparative price of tender under consideration

Pt = comparative price of tender under consideration

Pmin = comparative price of lowest acceptable tender

X = points assigned to price

NB: The lowest acceptable price will be based on the attached market analysis.

The following specific goals will be utilized for awarding of tenders. They can be applicable individually or wholly in awarding of points. The points will be allocated on merit per tender in line with the specification.

Ownership	Points	Means of Verification
Rustenburg Jurisdiction	4	Proof of address as envisaged on the list of mandatory documents and a full Central Supplier Database full report will be used for verification and allocation of points.
Rural /Township Businesses	4	
Black People	2	
Persons with Disability	2	
Youth	4	
Women	2	



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Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 GENERAL

F.1.1 Actions

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

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

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

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

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

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 of tender, the following definitions apply:

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.



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- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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 tenderer 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 tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The



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requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering



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

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 tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meetings 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) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

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 tenderer, 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 tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.



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F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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 one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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 legibly in non-erasable 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 tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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 will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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



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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. Accept that proof of posting shall not be accepted as proof of delivery.

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 with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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 competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

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 tenderer'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 tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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.



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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.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers



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

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 tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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 tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and



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c) is responsive to the other requirements of the tender documents.

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of tender offers



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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 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 F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEv) in accordance with the following formula:

$$TEV = NFO + NP$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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



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F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.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 (TEV) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

F.3.11.5 Method 4: Financial offer, quality and preference

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 F.3.11.7 to F.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 (TEV) in accordance with the following formula:

$$TEV = NFO + NP + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.



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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 + A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 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 F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1*	Option 2*
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			

F.3.11.8 Scoring preferences

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

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

F.3.11.9 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:

$$NQ = W2 \times SO/MS$$

where: SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer



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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify all other tenderers that their offers have not been accepted.

F.3.17 Provide copies of the contracts

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



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F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions 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 tenderers or might prejudice fair competition between tenderers.

T2.1 additional Returnable Documents

Tenderers are required to submit the following with their tenders.

Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,

Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,

Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan.

Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

Curriculum Vitae of all supervisory staff.

T2.2.1: Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2.2: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			
Section 6: Record of service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature	
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months
*insert separate page if necessary			
Section 7: Record of spouses, children and parents in the service of the state			
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	

- ☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity
- ☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ o state and position held	Status of service (tick appropriate column)	
		cu rent	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
 Name _____ Position _____

 Enterprise name _____

T2.2.3: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
. , authorised signatory of the company
. , acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

T2.2.4: 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. We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2.5: 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 tender 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 tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2.6: Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed / in progress by myself/ourselves in the last 5 years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2.7: FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2.8: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____

T2.2.9: Supervisory and Safety Personnel

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

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent	100%					
Contractor's Foremen						
Construction Health and Safety Officer	100%					
Contractors Surveyor						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Signed

Date

Name

Position

Tenderer

T2.2.10: Labour Utilisation
Labour Categories - Definitions

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

1. General Foreman / Foreman

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

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

2. Charge hand

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

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

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

4. Team Leader

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

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

5. Skilled Employee

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

Semi-Skilled Employee

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

7. Unskilled Employee

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

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

MAN DAYS

Categories	No. of Man Days		HDI (Y/N)
	Imported	Local	
Contracts Manager			
Site Agent			
Foreman/Supervisors (specify type)			
3.1 _____			
3.2 _____			
3.3 _____			
Safety Inspectors (specify type)			
4.1 _____			
4.2 _____			
5. Charge hands			
6. Artisans			
7. Operators/Drivers			
8. Clerks/ Storeman			
9. Team Leader			

Categories	No. of Man Days		HDI (Y/N)
	Imported	Local	
10. Skilled Labour			
11. Semi-skilled Labour			
12. Unskilled Labour			

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

**T2.2.11: OCCUPATIONAL HEALTH AND SAFETY ACT:
STATEMENT BY TENDERING ENTITY**

I, _____ duly authorised

to represent _____ (company name)

in my capacity as _____ hereby
confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work
for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all
regulations promulgated from time to time, whilst performing work on _____

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is
safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our
activities adequately supervised in the interest of health and safety.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.12: Site Inspection Certificate

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

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

Signature of Tenderer

Date

Site Visit

This will certify that

representing

attended a Site Inspection for this Contract on

20_____

_____(signed)
For the Engineer

CONTRACT**PART 1 (OF 4) : Agreements and contract data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Deed of Guarantee (Pro Forma)

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA ROAD (D1325) IN MARIKANA CENTRAL BUSINESS DISTRICT.

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

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

.....

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature	Date
Name	
Capacity	

for the tenderer
(Name and
address of
organization)

.....
Name and
signature
of witness

Acceptance

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

The terms of the contract, are contained in:

Part 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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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 Rustenburg Local Municipality
Missionary Mpheni House
c/o Beyers Naude & Nelson Mandela Drive
Rustenburg

Name and signature of witness	Date.....
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Schedule of Deviations

Notes :

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

1 Subject	
Details	
.....	
.....	
2 Subject	
Details	
.....	
.....	
3 Subject	
Details	
.....	
.....	
4 Subject	
Details	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

By the duly authorised representatives signing this agreement, the employer and the tenderer 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 tenderer and the employer during this process of offer and acceptance.

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

for the tenderer

Signature	Date
Name	
Capacity	
(Name and address of organization)	

Name and
signature
of witness

for the Employer

Signature Date
Name
Capacity
Rustenburg Local Municipality
Missionary Mpheni House
c/o Beyers Naude & Nelson Mandela Drive
Rustenburg

Name and Date.....
signature
of witness

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

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

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

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

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	Add the following to the end of this definition: This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 8 Months.
1.1.1.15	The Employer is Rustenburg Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Rustenburg Local Municipality to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: Rustenburg Local Municipality C/o Beyers Naudé & Nelson Mandela Drive P O Box 550 Rustenburg 0300
1.3.6	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the

Clause	Contract Data
	Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>

Clause	Contract Data
4.3.5	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.6	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.7	Add the following new clause: The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required before commencement with Works Execution are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) A detailed cash flow forecast (Refer to Clause 5.6.2.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.7.1	Delete the last paragraph of the clause and replace with the following: No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 10 January).

Clause	Contract Data			
5.12.3	Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.			
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> <p>$V = (Nw - Nn) + (Rw - Rn)/20$</p> <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 under consideration on which a rainfall of 10mm and more is recorded</p> <p>$Rw =$ Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>$Nn =$ Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>$Rn =$ Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of Nn, then V shall be taken as being equal to minus Nn. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of Nn and Rn shall apply:</p> <table><tr><th>Month</th><th>Rn (mm)</th><th>Nn (days)</th></tr></table>	Month	Rn (mm)	Nn (days)
Month	Rn (mm)	Nn (days)		

Clause	Contract Data																																							
	<table><tr><td>January</td><td>130,1</td><td>4</td></tr><tr><td>February</td><td>94,2</td><td>3</td></tr><tr><td>March</td><td>75,1</td><td>2</td></tr><tr><td>April</td><td>60,3</td><td>2</td></tr><tr><td>May</td><td>9,8</td><td>0</td></tr><tr><td>June</td><td>5,9</td><td>0</td></tr><tr><td>July</td><td>1,6</td><td>0</td></tr><tr><td>August</td><td>7,2</td><td>0</td></tr><tr><td>September</td><td>18,8</td><td>0</td></tr><tr><td>October</td><td>57,5</td><td>2</td></tr><tr><td>November</td><td>89,4</td><td>3</td></tr><tr><td>December</td><td>105,8</td><td>3</td></tr><tr><td>TOTAL</td><td>655,7</td><td>19</td></tr></table> <p>No adjustment to the total for time-related preliminary and general items will be applicable for any automatic extension of time for completion granted in terms of this clause.</p>	January	130,1	4	February	94,2	3	March	75,1	2	April	60,3	2	May	9,8	0	June	5,9	0	July	1,6	0	August	7,2	0	September	18,8	0	October	57,5	2	November	89,4	3	December	105,8	3	TOTAL	655,7	19
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5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R2000-00 per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p>																																							
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</p>																																							

Clause	Contract Data
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>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.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p>
6.8.2	The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.</p>
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,10 a=0.15 b=0.20 c=0.55 d=0.1</p>
1.2	<p>Replace the definitions of the relevant indices with the following:</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Rustenburg of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel fuel – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>
1.3	The base month shall be the month prior to the closing date of this tender.

Part 2: Data provided by the Contractor

Clause	Contract Data		
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contractor is:		
6.2.1	The security to be provided by the Contractor shall be one of the following:		
	Type of Security	Contractor's choice. Indicate "Yes" or "No"	
	Cash deposit of 10% of the Contract Sum (Incl. VAT).		
	Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		
	Retention of 10% of the value of the Works (Incl. VAT).		
	Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		
	Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		
6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

SPECIAL CONDITIONS OF CONTRACT

Termination by Employer and Appointment of a Completion Service Provider (Contractor)

In an event where the successful Service Provider (Contractor) has failed to execute the contract as per the conditions of the contract, thus resulting in termination of the contract as per *Clauses 9.2.1.1, 9.2.1.2, 9.2.1.3 (1)(2)(3)(4)(5)(6)(7)(8)*, of the General Conditions of Contract 2015, Third Edition. Then, the Employer (Rustenburg Local Municipality) reserves the right to appoint the second highest scoring bidder in the same tender for the completion of the contract. Any incurred losses and damages will be claimed against the terminated Service Provider (Contractor).

END OF SECTION

PRO FORMA
PERFORMANCE GUARANTEE

Contract No RLM/OMM/0166/2024/25

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in Words

"Guaranteed Sum" means: The maximum aggregate amount of

.....

Amount in Words

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum
2. The Guarantor's period of liability shall be from and including the date of issue of this performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion 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 suretyship;
 - 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 issued by the Employer to the Contractor stating that payment of a sum Certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in term 1.
7. Where the Guarantor has made payment in term 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

BILL OF QUANTITIES/PRICING DATA.

**RLM/OMM/0166/2024/25 - RE-ADVERT:
APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF MARIKANA ROAD (D1325) IN
MARIKANA CENTRAL BUSINESS DISTRICT.**

CONTRACT
PART 2 (OF 4) : PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of COLTO 1998 Edition for Road and Bridgework for State Road Authorities referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of COLTO 1200, General Requirements and Provisions.

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=	kilometre
km-pass=	kilometre-pass
kPa =	kilopascal
kW=	kilowatt
l =	litre
m =	metre
mm=	millimetre
m ² =	square metre
m ² -pass=	square metre-pass
m ³ =	cubic metre
m ³ -km=	cubic metre-kilometre
MN=	meganeutron
MN.m=	meganeutron-metre
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
Pers. Days=	person days

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, 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 or 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.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO Standardised Specifications.

12. All prices and rates entered in the Bill of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Bill of Quantities.

C2.2 BILL OF QUANTITIES

SCHEDULE A - SECTION 1

SECTION 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200 A	SECTION 1 : GENERAL				
1,1	8,3	SCHEDULED FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Prov Sum	1,00	R 550 000,00	R 550 000,00
	8.3.2	Establish Facilities on the Site :				
	8.3.2.1	Facilities for Engineer (SABS 1200 AB)				
1.1.2		a) Furnished Offices (2 No.)	Sum	1,00		
1.1.3		c) Nameboards (2 No.)	Sum	1,00		
	8.3.2.2	Facilities for Contractor				
1.1.4		a) Offices and storage sheds	Sum	1,00		
1.1.5		c) Laboratories	Sum	1,00		
1.1.6		h) Water supplies, electric power and communications	Sum	1,00		
1.1.7		j) Plant	Sum	1,00		
1.1.8	8.3.3	Other fixed-charge obligations	Sum	1,00		
1.1.9	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1,00		
1.1.10	8.3.5	Comply with health and safety specifications	Sum	1,00		
1,2	8,4	SCHEDULED TIME-RELATED ITEMS				
		(Contract period is eight months)				
	8.4.2	Operate and maintain facilities on the Site for the duration of construction:				
	8.4.2.1	a) Facilities for Engineer for duration of construction (as per item 1.1.2)				
1.2.1		Offices: 2 rooms, etc., as for item 1.1.2	Month	8,00		
	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				
1.2.2		a) Offices and storage sheds	Sum	1,00		
1.2.3		c) Laboratories	Sum	1,00		
1.2.4		h) Water supplies, electric power and communications	Sum	1,00		
1.2.5		j) Plant	Sum	1,00		
TOTAL CARRIED FORWARD						

SCHEDULE A - SECTION 1
SECTION 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY		AMOUNT R
BROUGHT FORWARD						
1.2.6	8.4.3	Supervision for duration of construction.	Month	8,00		
1.2.7	8.4.4	Company and head office overhead costs for the duration of the contract	Month	8,00		
1.2.8	PSA 8.4.3	Supervision of SMMEs for duration of construction (One Foreman for every Three Sub-contractors)	Month	8,00		
1.2.9		Provision of training for 1 student	Month	8,00		
1.2.11	PSA 8.3.6	Remuneration of Community Liaison Office (CLO)	Month	8,00	R 7 500,00	R 60 000,00
1.2.12	PSA 8.3.7	Overhead charges and profit on item 1.2.15	%	60000,00		
1.2.13	PSA 8.3.9	Obtaining and maintaining in good standing, of wayleaves for the duration of the Contract	Sum	1,00		
1.2.13	1.2.13.1	Specialist Social Facilitator	Prov Sum	1,00	R 900 000,00	R 900 000,00
		Overhead charges and profit on item 1.2.13.1	%	900000,00		
1.2.16	8.4.6	Comply with health and safety specification.	Month	8,00		
1.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER (See 8.1.2.1 (d))				
1.3.1	8.5b) 1	a) Material tests required by the Engineer	Prov Sum	1,00	R 50 000,00	R 50 000,00
1.3.2		Overheads, charges and profit in respect of item 1.3.1	%	50000,00		
1.3.3		Relocation, remove and protection of existing services	Prov Sum	1,00	R 1 200 000,00	R 1 200 000,00
1.3.4		Overheads, charges and profit in respect of item 1.3.3	%	1200000,00		
1.3.5		Detection/Scanning of existing services by GPS	Prov Sum	1,00	R 40 000,00	R 40 000,00
1.3.6		Overheads, charges and profit in respect of item 1.3.5	%	40000,00		
1.3.7		Cellphone for the engineer	Prov Sum	1,00	R 10 000,00	R 10 000,00
1.3.8		Overheads, charges and profit in respect of item 1.3.7	%	10000,00		
1.3.9		Formal training by the nominated training provider	Prov Sum	1,00	R 150 000,00	R 150 000,00
1.3.10		Overheads, charges and profit in respect of item 1.3.9	%	150000,00		
1.4	8.7	DAYWORK				
		Materials				
1.4.1		Reimbursement of cost of materials provided by the contractor	Prov Sum	1,00	R 20 000,00	R 20 000,00
		Overheads, charges and profit in respect of item 1.4.1	%	20000,00		
		Labour				
1.4.2		Skilled	h	100,00		
1.4.3		Semi-skilled	h	320,00		
1.4.4		Unskilled	h	400,00		
		Contractor's own plant (contractor must provide details of suitable plant)				
		Excavator				
1.4.5		Minimum power 75kW (16)	h	20,00		
		Tractor Loader Backactor				
1.4.6		Minimum power :50 kW (Similar to cat 920) Manufacture Model	h	20,00		
		Front end loader				
TOTAL CARRIED FORWARD						

SCHEDULE A - SECTION 1

SECTION 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY		AMOUNT R
BROUGHT FORWARD						
1.4.7		Minimum power: 60kW (Similar to Cat 920) manufacture model	h	20,00		
		Platform truck				
1.4.8		Minimum load mass :4t	h	20,00		
		Tip truck				
1.4.9		Minimum load mass: 10t minimum load capacity 10m³	h	20,00		
		Compressor complete with one hand held plate compactor and all attachments				
1.4.10		Minimum capacity: 7m³/ minutes Manufacturer Model....	h	20,00		
1.4.11		Submersible dewatering pump, 40m³/h, with hoses and power supply manufacturer... model.....	h	20,00		
1,5	8,8	TEMPORARY WORKS				
1.5.1	8.8.1	Main accesses to properties	Sum	1,00		
1.5.2	8.8.2	Deal with traffic (accomodation of traffic)	Sum	1,00		
1.5.3	8.8.3	Existing services				
1.5.4		(c) Excavate by hand in soft material to expose services	m³	100,00		
1.5.5	PSLE 8.2.14	Unblocking and cleaning of stormwater pipes	m³	40,00		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION	DESCRIPTION	AMOUNT (RAND)
	GENERAL	
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES		

Page 4

SCHEDULE B - MARIKANA ROAD D1325

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2,1	SABS 1200 C	SECTION 2 : SITE CLEARANCE				
		CLEAR SITE				
2.1.1	8.2.1	Clear and grub Site	m ²	10500		
TOTAL CARRIED FORWARD TO SUMMARY						

Page 1

SCHEDULE B - MARIKANA ROAD D1325
SECTION 3 : EARTHWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3,2	SABS 1200 D	SECTION 3 : EARTHWORKS				
3.2.1	8.3.12 PS	ACCOMMODATION OF TRAFFIC				
		Construction and maintainance of temporary deviations/Bypasses	km	3		
		Existing roads used as bypasses	km	1,5		
		Temporary traffic control				
		Flagmen	man.hr	33264		
		Portable Stop and Go signs	No.	4		
		Amber flashing lights	No.	10		
		Road signs, TR-series, 1200 in diameter	No.	10		
		Road signs, TW-series, 1524mm sides	No.	10		
		Road signs, TG series	No.	10		
		Danger plates and delineators	No.	200		
		Movable barricades/ road sign combination	No.	8		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B - MARIKANA ROAD
SECTION 4 : EARTHWORKS (ROADS, SUBGRADE)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4	SABS 1200 DM	SECTION 4 : EARTHWORKS (ROADS, SUBGRADE)				
		SITE CLEARANCE				
4,2		Remove trees	No.	15		
		TREATMENT OF ROAD-BED				
4,4	8.3.3(a)	Road-bed preparation and compaction of material				
4.4.1	(i)	Compact to 90 % mod. AASHTO maximum density	m³	2600		
	(ii)	Compact to 90 % mod. AASHTO maximum density (Sidewalks)	m³	1045		
		EARTHWORKS				
4,6	8.3.4	Borrow to fill				
4.6.1	PSDM 1.3.4	Compact to 90 % mod.AASHTO maximum density	m³	2600		
4,7	PSDM	Selected layer using material from commercial source:				
	8.3.5(a)	Gravel G7 material compacted to 95% modified AASHTO density (150mm thick)	m³	2600		
	8.3.5(b)	Gravel G7 material compacted to 95% modified AASHTO density (150mm thick) Sidewalks	m³	1045		
	8.3.5(a)	Gravel G9 material compacted to 93% modified AASHTO density (150mm thick)	m³	2600		
	8.3.5(b)	Gravel G9 material compacted to 93% modified AASHTO density (150mm thick) Sidewalks	m³	1045		
4,8	8.3.6	Extra-over items 6.6 to 6.8 inclusive for excavating and breaking down material in:				
4.8.1		Soft excavation	m³	11650		
		Soft excavation (Sidewalks)	m³	2200		
4.8.2		Hard excavation	m³	100		
4.8.3		Boulder excavation Class A	m³	100		
	PSDM	Selected layer using material from commercial source:				
4.8.4	8.3.7(a)	Gravel imported base G5 (chemically stabilized material) compacted to: (i) 97% of modified AASHTO density for a compacted layer thickness of 300mm.	m³	5200		
	8.3.7(b)	Gravel imported base G5 (chemically stabilized material) compacted to: (i) 95% of modified AASHTO density for a compacted layer thickness of 150mm.	m³	1045		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B - MARIKANA ROAD
SECTION 5 : STORMWATER DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5	SABS 1200 LE	SECTION 5 :STORMWATER DRAINAGE SITE CLEARANCE AND EXCAVATION				
5,1		Clear Site	m ²	1400		
		<u>TRENCHES FOR STORMWATER PIPES</u>				
5,2		Excavate in all materials for trenches, backfill, compact and dispose of surplus material :				
		Over 1,0 m up to 2,0 m	m	1000		
		Over 2,0 m up to 3,0 m	m	200		
5,3	SABS 1200 LE	PIPES				
	8.2.1	Supply, handle, lay, bed Class C bedding, class D spigot and socket pipes with rolling rubber ring				
5.3.1		b) 01. 75D 600 mm diameter	m	1000		
		02. 100D 600mm diameter	m	200		
5.3.2	8.2.7	Supply and lay precast concrete inlets and outlets to culverts:				
		.01. . All types	no.	10		
	8.2.8	Supply and install manholes and the like:				
5,4	8.2.8	.01 PRE CAST MANHOLES Supply complete and install				
5.4.1		a) 0.01 depth up to 1.5m	no.	10		
		.0.02 depth up to 3m	no	2		
TOTAL CARRIED FORWARD						

BROUGHT FORWARD						
5,6	8.2.8	.03. CATCHPITS Construct complete with Grid inlets				
5.6.1		.04 Kerb inlets: a)				
		Length 1,8 m,	No	10		
		Length 2,4 m,	No	2		
5.6.2	PSLE 8.2.21	Break into existing manhole and install				
		0.01 75D 600 mm diameter	No.	1		
TOTAL CARRIED FORWARD TO SUMMARY						

Page 5

SCHEDULE B - MARIKANA ROAD
SECTION 6 : SUBBASE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6	SABS 1200 ME	SECTION 6 : SUBBASE				
PSME 6.3.3		Construct the subbase course with material from commercial sources:				
		0,1 C3 material, compacted to : 97% modified AASHTO density (300mm thick)	m³	5200		
		0,2 C4 material, compacted to : 95% modified AASHTO density (150mm thick) Sidewalks	m³	1045		
6.3.8		0,3 Stabilizing agent				
		Portland cement (CEM II A-V 32.5N)	t	160		
TOTAL CARRIED FORWARD TO SUMMARY						

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SCHEDULE B - MARIKANA ROAD
SECTION 7 : ASPHALT SURFACING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7	SABS 1200 MH	SECTION 7 : ASPHALT SURFACING				
7,1		PRIME COAT				
	8.5.1	Prime coat using:				
7.1.1		Invert bituminous emulsion	m ²	15600		
7,2		TACK COAT				
	8.5.3	Spray surface using emulsion				
7.2.1		30% stable grade emulsion	m ²	15600		
7.3.1	8.5.4	Asphalt surfacing Using A-E2 modified bitumen 0.1 Continously graded (coarse graded) a. 40mm thick	t	1850		
7.3.2	8.5.5	Binder variation (a) Class A-E2 modified binder	litre	20		
7.3.4	8.5.9	Aggregate variations from nominal mix ratios in asphalt mixes:	t	2		
7.3.5	8.5.10	Traffic Calming Measures (a) Construction of raised pedestrian crossing (Speed Humps)	No	6		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B - MARIKANA ROAD

SECTION 9: SEGMENTED PAVING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9	SABS 1200 MJ	SECTION 9: SEGMENTED PAVING				
PSMJ 9.1		Provision of Edge Restraints				
	8.2.1	Pre-cast Concrete edge beams				
		a) Class 15/38	m	4000		
9,2	8.2.2	Construction of paving complete including screeded 20mm sand layer:				
		0,1 S-A Type interlocking block, 25 Mpa (pattern to approval)				
		60mm thickness	m ²	6960		
9,3	8.2.3	Cutting units to fit edge restraints				
		0.1 Straight cutting	m	85		
9,4	PSMJ8.2	Construction of pedestrian ramps for the disabled	No	4		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B - MARIKANA ROAD
SECTION 10 : KERBING AND CHANNELLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
10	SABS 1200 MK	SECTION 10 : KERBING AND CHANNELLING				
10,1		CONCRETE KERBING AND CHANNELLING				
10.1.1	PSMK 8.2.2	Kerb and Half round channel combination				
	8.2.2	Barrier (Fig.7) Kerb and channel combination	m	4000		
TOTAL CARRIED FORWARD TO SUMMARY						

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SCHEDULE B - MARIKANA ROAD
SECTION 11 : ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
11	SABS 1200 MM	SECTION 11 : ANCILLARY ROADWORKS				
11.1		PERMANENT TRAFFIC SIGNS				
	8.3.1	Sign faces with painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retroreflective material with signboards constructed from				
11.2.1		a) Aluminium sheet (2,0 mm thick), of area over 2 m ² and up to 10 m ²	m ²	20		
11.2.2		b) Aluminium extrusions (alloy and temper condition stated), all sizes	m ²	10		
		c) Sheet steel (1,6 mm thick), of area Over and Up to				
11.2.3		- 2 m ²	m ²	5		
11.2.4		2 m ² to 10 m ²	m ²	5		
11.2.5		10 m ² to 15 m ²	m ²	10		
		d) Weather-resistant particle board (12,7 mm thick), of area Over and Up to				
11.2.6		- 2 m ²	m ²	5		
11.2.7		2 m ² to 10 m ²	m ²	5		
	8.3.2	Extra-Over Item 13.2 for using				
11.2.8		a) Engineering grade retroreflective background (Prov.)	m ²	2		
TOTAL CARRIED FORWARD						

SCHEDULE B - MARIKANA ROAD
SECTION 13 : ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
11.2.9	8.3.2	b) High intensity grade retroreflective background, characters, symbols, legend and borders. (Prov)	m ²	5		
11.2.10		c) High intensity grade characters, symbols, legend and borders. Engineering grade retroreflective background (Prov.)	m ²	2		
	8.3.3	Sign Supports				
11.2.11		a) Structural steel painted	No.	16		
11.2.12		c) Timber diameter 145 mm - 175 mm pine	m	6		
11.2.13	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m ³	5		
11.2.14	8.3.7	Statutory signs, street names, and the like, supplied and erected complete	No.	18		
11,3		ROAD MARKINGS				
	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m ² (or proprietary brand roadmarking material applied at a nominal rate of ... l/m ²)				
11.3.1		a) White lines (broken or unbroken) (width 150 mm)	km	5,4		
11.3.2		b) Yellow lines (broken or unbroken) (width 150 mm)	km	3,6		
11.3.3		c) White characters and symbols	m ²	50		
11.3.4		d) Yellow characters and symbols	m ²	10		
	8.4.2	Variation in rate of application from that stated for item 13.3				
11.3.5		a) White paint	l	20		
11.3.6		b) Yellow paint	l	20		
11.3.7		c) Glass beads	kg	5		
11.3.9	8.4.4	Setting out and premarking of lines (excluding traffic island markings, characters, and symbols)	km	9		
TOTAL CARRIED FORWARD						

SCHEDULE B - MARIKANA ROAD**SUMMARY OF SECTIONS**

SECTION	DESCRIPTION	AMOUNT (RAND)
SABS1200 C	SITE CLEARANCE	
SABS1200 D	EARTHWORKS & ACCOMMODATION OF TRAFFIC	
SABS1200 DM	EARTHWORKS (ROADS, SUBGRADE)	
SABS1200 LE	STORMWATER DRAINAGE, SITE CLEARANCE AND EXCAVATION	
SABS1200 ME	SUBBASE	
SABS1200 MH	ASPHALT SURFACING	
SABS1200 MJ	SEGMENTED PAVING	
SABS1200 MK	KERBING AND CHANNELLING	
SABS1200 MM	ANCILLARY ROADWORKS	
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES		

SECTION	DESCRIPTION	AMOUNT
	SCHEDULE A	
SECTION 1	PRELIMINARY AND GENERAL	
	SCHEDULE B	
SECTION 2	SITE CLEARANCE	
SECTION 3	EARTHWORKS & ACCOMMODATION OF TRAFFIC	
SECTION 4	EARTHWORKS (ROADS, SUBGRADE)	
SECTION 5	STORMWATER DRAINAGE, SITE CLEARANCE AND EXCAVATION	
SECTION 6	SUBBASE	
SECTION 7	ASPHALT SURFACING	
SECTION 9	SEGMENTED PAVING	
SECTION 10	KERBING AND CHANNELLING	
SECTION 11	ANCILLARY ROADWORKS	
SUB TOTAL 1		
CONTINGENCIES @ 8%		
SUB TOTAL 1		
VAT @15%		
TOTAL PROJECT COST		



RUSTENBURG LOCAL MUNICIPALITY

CONTRACT
PART 4 (OF 4) : OHS Specifications

C4.2: OHS Specifications



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

RUSTENBURG LOCAL MUNICIPALITY

For

CIVIL CONSTRUCTION &

BUILDING PROJECTS



RUSTENBURG LOCAL MUNICIPALITY

1. PREAMBLE

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

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

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

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

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

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to all the projects, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the health and safety matters (including the



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environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Client is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. (All references to the singular shall also be regarded as references to the plural)

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

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

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

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS

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

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;



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“Construction Work” - is defined as any work in connection with:

the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

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

the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

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

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

“Health and Safety Plan” – means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” – means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

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

“Principal Contractor” – means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” – means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1 Overall Supervision and Responsibility for OH&S

5.1.1.1 The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.



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5.1.1.2 The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

5.1.1.3 All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

5.1.1.4 The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

5.1.1.5 All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OH&S

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

5.1.3 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10.	10 (a)	Formwork & support work supervisor	Contractor
11.	10(e) + (f)	Formwork & support work examiner	Contractor
12.	11(1)	Excavation supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional engineer or technologist	Contractor
14.	11(3)(k)	Explosives expert	Contractor
15.	12(1)	Supervisor demolition work	Contractor
16.	12(2) + (3)	Demolition expert	Contractor
17.	12(11)	Explosives expert	Contractor
18.	14(2)	Scaffold supervisor	Contractor
19.	15(1)	Suspended platform supervisor	Contractor
20.	15(2)(c)	Compliance plan developer	Contractor



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21.	15(8)(c)	Suspended platform expert	Contractor
22.	15(13)	Outrigger expert	Contractor
23.	17(8)(a)	Material hoist inspector	Contractor
24.	18(1)	Batch plant supervisor	Contractor
25.	18(7)	Batch plant operator	Contractor
26.	19(2)(b)	Power tool expert	Contractor
27.	19.2 (g) (i)	Power tool controller	Contractor
28.	20(f)	Tower crane operator	Contractor
29.	21(1)(d)(i)	Construction vehicle and mobile plant operator	Contractor
30.	21(1)(j)	Construction vehicle and mobile plant inspector	Contractor
31.	22(d)	Temporary electrical installations inspector	Contractor
32.	22 (e)	Temporary electrical installations controller	Contractor
33.	26 (a)	Stacking and storage supervisor	Contractor
34.	27 (h)	Fire equipment inspector	Contractor

5.1.4 This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter “Introduction” (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 COMMUNICATION & LIAISON

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

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

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives (‘SHE – Reps’)

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

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



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The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

(Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor’s Health and Safety Plan.

7. RESPONSIBILITIES

7.1 CLIENT

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

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

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

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

have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

have failed to implement or maintain their health and safety plan;

have executed construction work which is not in accordance with their health and safety plan; or

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



7.2 PRINCIPAL CONTRACTOR

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

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

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

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

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

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

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

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

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

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.



8. SCOPE OF WORK

These specifications are applicable to the scope of works of both civil engineering and architectural building projects as detailed in their specific tender documents, this amongst all includes for example:

Site clearance & establishment

Site hoarding, demarcation and demolition

Bulk Earthworks

Piling

Columns

Preparation of site by leveling, compaction and e.t.c

Excavations for other services Etc.”

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

9. HEALTH AND SAFETY FILE

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

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

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

10.1 The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

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



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

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

12. ARRANGEMENTS FOR MONITORING AND REVIEW

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

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

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

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

12.2.2 A representative of the Principal Contractor and the relevant Health and Safety Representative(s) i.e. (Safety Officer / or SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting and Safety Officer/ SHE Rep's daily safety inspection reports reflecting possible recommendations made to the Employer for reference purposes.

12.3 INCIDENTS REPORTS

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

Dies

becomes unconscious

loses a limb or part of a limb

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

OR where:

a major incident occurred;

the health or safety of any person was endangered;

where a dangerous substance was spilled;

the uncontrolled release of any substance under pressure took place;

machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects;

machinery ran out of control,



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The Report of the above incidents must be made to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

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

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

The Principal Contractor is required to provide as soon as possible the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports as per clause 12 above. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

EOHSE cc: 014 5333 792 - OHS Consultants for the Rustenburg Local Municipality

Department of Labour: 014 5928 214

The client (Rustenburg Local Municipality): 014 590 3550

REVIEW

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

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

SITE RULES AND OTHER RESTRICTIONS

Site OH&S Rules

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

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

Security Arrangements

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



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

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

Training

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

General Induction Training

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

Site Specific Induction Training

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

Other Training

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

All legal appointees in terms of the Act and Regulations must be in possession of valid proof of training as follows:

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

General Induction (Section 8 of the Act)

Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)

Site/Project Manager

Construction Supervisor

OH&S Representatives (Section 18 (3) of the Act)

Training of the Appointees indicated in 12.6.1 & 12.6.2 above

Operation of Cranes (Driven Machinery Regulations 18 (11)

Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)

Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)

As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)

Storekeeping Methods & Safe Stacking (Construction Regulation 26)

Emergency, Security and Fire Co-coordinator

Accident and Incident Investigation



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

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

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

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

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

H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees: Designation of H&S Representatives (‘SHE – Reps’)

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

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

Duties and Functions of the H&S Representatives

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

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

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

Establishment of H&S Committee(s)

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

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



Agenda:

Opening and determining of chairmanship (only when necessary)
Minutes of Previous Minutes;
Observations;
Program and Safety considerations;
Hygiene;
Housekeeping improvement;
Incidents & Accidents / Injuries
Registers:
H&S Rep. Inspections;
Matters of First Aid;
Scaffolding;
Ladders;
Excavations;
Mobile plant and machinery;
Portable Electric Equipment;
Fire Equipment
Explosive Power Tools;
Power Hand tools;
Incident! Report Investigation;
Pressure Vessels;
Personal Protective Equipment.
Safety performance Evaluations
Education & Safety promotion program;
First Aid Officials and training in First Aid;
Demarcation of work- /hazardous-/safe/areas/walkways;
Posters and signage;
Environmental preservation and conservation;
Specific training programmes;
General
Date of Next Meeting
Closing

PROJECT/SITE SPECIFIC REQUIREMENTS

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

Clearing & Grubbing of the Area/Site

Site Establishment including:

Office/s

Secure/Safe Storage and storage areas for materials, plant & equipment



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Ablution facilities
Sheltered dining area
Accommodation facilities
Vehicle access to the site
Dealing with existing Structures (i.e. demolition)
Location of existing Services
Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
Adjacent Land uses/Surrounding property exposures
Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
Exposure to Noise
Exposure to Vibration
Exposure to dust (i.e. cement dust, etc)
Protection against dehydration and heat exhaustion
Protection from wet & cold conditions
Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf.

Use of Portable Electrical Equipment including:

Angle grinder
Electrical Drilling machine
Skill saw

Excavations including:

Ground/soil conditions
Trenching
Shoring
Drainage
Daily inspections

Welding including:

Arc Welding
Gas welding
Flame Cutting
Use of LP Gas torches and appliances

Loading & Offloading of Trucks;

Aggregate/Sand and other Materials Delivery;

Manual and Mechanical Handling of heavy materials;

Lifting and Lowering Operations

Driving & Operation of Construction Vehicles and Mobile Plant including:



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Trenching machine
Excavator
Bomag Roller
Saw cutter
Plate Compactor
Front End Loader
Tipper Trucks
Mobile Cranes and the ancillary lifting tackle
Parking of Vehicles & Mobile Plant
Towing of Vehicles & Mobile Plant

Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

Layering and Bedding of trench floor;

Installation of Pipes in trenches;

Backfilling of Trenches

Protection against Flooding

Gabion work



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



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		Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.

Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

Protection from Overhead Power Lines;

As discovered by the Principal Contractor's hazard identification exercise;

As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site

As discovered from any accident/incident investigation.

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

16.1 Administrative & Legal Requirements

Education, Training & Promotion

Public Safety & Emergency Preparedness

Personal Protective Equipment

Housekeeping

Working at heights

Scaffolding, Formwork & Support work

Ladders

Electrical Safeguarding

Emergency/Fire Prevention & Protection

Excavations & Demolition

Tools

Cranes

Personnel & Material Hoists

Transport & Materials Handling

Site Plant & Machinery



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Plant & Storage Yards/Site Workshops Specifics

16.18 Health & Hygiene

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

17.1 ADMINISTRATIVE & LEGAL REQUIREMENTS

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 8	Fall Prevention & Protection	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/updated & Available on Site
Construction. Regulation 8(5)	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/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	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. - Inspection register kept
Construction. Regulation 14	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s)



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		<ul style="list-style-type: none"> - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) <p>Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction. Regulation 15	Suspended Platforms	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather <p>Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour</p> <p>The following inspections of the whole installation carried out by a competent person</p> <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept <p>Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available</p>

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 11	Excavations	<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</p> <p>Inspected:</p> <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept <p>Method statement developed where explosives will be/ are used</p>



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Construction. Regulation 12	Demolition Work	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
Construction. Regulation 17	Materials Hoist	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. Inspections register kept.
Construction. Regulation 19	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!
Construction. Regulation 18	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept
Construction. Regulation 20/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 22/ Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections:



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		<p>- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept</p> <p>Portable electric tools, electric lights and extension leads must be uniquely identified/ numbered.</p> <p>Weekly visual inspection by User/Issuer/Store man. Register kept.</p>
Construction Regulation 26/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage</p> <p>Written Proof of Competence of above appointee available on Site</p>

OHS Act Section /Regulation	Subject	Requirements
Construction. Regulation 27/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<p>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</p> <p>Emergency Evacuation Plan developed:</p> <p>Drilled/Practiced</p> <p>Plan & Records of Drills/Practices available on Site</p> <p>Fire Risk Assessment carried out</p> <p>All Fire Extinguishing Equipment identified and on register.</p> <p>Inspected weekly. Inspection Register kept</p> <p>Serviced annually</p>
General Safety Regulation 3	*First Aid	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>First Aid freely available</p> <p>Equipment as per the list in the OH&S Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/es clearly indicated.</p> <p>Signs instructing employees to report all Injuries/illness including first aid injuries</p>
General Safety Regulation 2	Personal Safety Equipment (PSE)	<p>PSE Risk Assessment carried out</p> <p>Items of PSE prescribed/use enforced</p> <p>Records of Issue kept</p> <p>Undertaking by Employee to use/wear PSE</p> <p>PSE remain property of Employer, not to be removed from premises</p> <p>GSR 2(4)</p>



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General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23	*Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair

OHS Act Section /Regulation	Subject	Requirements
Construction Regulation 21	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept
General Safety Regulation 13A	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register



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EDUCATION & TRAINING

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

PUBLIC SAFETY, SECURITY MEASURES & EMERGENCY PREPAREDNESS

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry". Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office"



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	Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs
*Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
*Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed
*Emergency Drill & Evacuation	Emergency alarm audible all over (including in toilets) Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available displayed and practiced. (See Section 1 for Designation & Register)

PERSONAL PROTECTIVE EQUIPMENT

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	Eye and Face (also Hand and Body) Protection (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment



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	<ul style="list-style-type: none"> * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	Hearing Protectors (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	Protective Gloves worn by employees handling / using: <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed Respirators worn correctly by employees handling / using: <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Fall Prevention Equipment	Suitable Safety Belts / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

HOUSEKEEPING

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage	Stacking:



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(See Section 1 for Designation & Register)	<ul style="list-style-type: none"> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <p>Storage:</p> <ul style="list-style-type: none"> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/ Reclamation	<p>Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas.</p> <p>All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).</p> <p>Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.</p>
Sub-contractors (Housekeeping)	Sub-contractors are required to comply with Housekeeping requirements.

WORKING AT HEIGHTS (INCLUDING ROOF WORK)

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

SCAFFOLDING / FORMWORK / SUPPORT WORK

Subject	Requirement
Access/System Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Tied to Structure/prevented from side or cross movement</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p>



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	Complying with OH&S Act/SABS 085
Free Standing Scaffolding	<p>Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085</p>
*Mobile Scaffolding	<p>Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs</p>
*Mobile Scaffolding	<p>Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085</p>
Suspended Scaffolding	<p>Outriggers securely supported and anchored. Correct No. of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides All winches / ropes / cables / brakes inspected regularly and replaced as prescribed Scaffolding complies with OHS Act (Act 85/93) Winch(es) maintained by competent person(s)</p>
Formwork / Support Work	<p>All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.</p>
Special Scaffolding	<p>Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.</p>
Edges & Openings	<p>Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off.</p>



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LADDERS

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

ELECTRICAL INSTALLATIONS AND SAFEGUARDING

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p>Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector.</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p>Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p>



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	<p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine & plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>
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EMERGENCY, FIRE PREVENTION AND PROTECTION

Subject	Requirement
*Fire Extinguishing Equipment	<p>Fire Risks Identified and on record</p> <p>The correct and adequate Fire Extinguishing Equipment available for:</p> <ul style="list-style-type: none"> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<p>Fire Extinguishing Equipment:</p> <ul style="list-style-type: none"> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)

Subject	Requirement
* Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <p>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day's usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock & key controlled by designated person</p>



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	<p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>
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EXCAVATIONS

Subject	Requirement
Excavations deeper than 1.5 m.	<p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p>

TOOLS

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



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CRANES

Subject	Requirement
Tower Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Structure - no visible defects</p> <p>Electrical installation good/safe</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>Limit switches with backup switches fitted/operational</p> <p>Access Ladder fitted with backrests/Fall arrest system installed</p> <p>Lifting tackle in good condition/inspection colour coding</p> <p>Lifting tackle checked daily</p>
*Mobile Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Rear view mirrors</p> <p>Windscreen visibility good</p> <p>Windscreen wipers operating effectively</p> <p>Indicators operational</p> <p>Hooter working</p> <p>Tyres safe/sufficient tread/pressure visibly sufficient</p> <p>No missing Wheel nuts</p> <p>Headlights, taillights operational</p> <p>Reverse alarm working and audible and known by all employees</p> <p>Grease nipples and grease on all joints</p> <p>No Oil leaks</p> <p>Hydraulic pipes visibly sound/no leaks</p> <p>No corrosion on Battery terminals</p> <p>Boom visibly in good condition/no apparent damage</p> <p>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</p> <p>Brakes working properly</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>By-pass valves operational</p> <p>Deflection chart displayed/visible to operator/driver</p> <p>Outriggers functional used</p>
*Gantry Crane	<p>Only operated by trained authorised persons</p> <p>Correct slinging techniques used</p> <p>Recognised/displayed on chart signals used</p> <p>Log book kept/up to date</p> <p>Prescribed inspections conducted on crane & lifting tackle and checked daily</p> <p>"Crane overhead" signage, where applicable</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed/load limiting switches fitted/operational</p>

14.14 BUILDER'S HOIST



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Subject	Requirement
Builder's Hoist	<p>"Hoist In Operation" - sign displayed.</p> <p>General construction strong and free from patent defects.</p> <p>Tower: * Adequately secured / braced.</p> <p>* At least 900 mm available for over travel.</p> <p>* Barricaded at least 2 100 mm high at ground level and floors.</p> <p>* Landing place provided with gate at least 1 800 high.</p> <p>Platform: * No persons conveyed on platform</p> <p>* Steel wire ropes with breaking strength of six times max. load.</p> <p>* Signal systems used which may include two way radio connection.</p> <p>* Goods prevented from moving / falling off.</p> <p>* Effective brake capable of stopping and holding max. load.</p>

14.15 TRANSPORT & MATERIALS HANDLING EQUIPMENT

Subject	Requirement
*Site Vehicles	<p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed driving / operating equipment.</p>
Conveyors	<p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.</p>

14.16 SITE PLANT AND MACHINERY

Subject	Requirement
Brick Cutting Machine	<p>Operator Trained.</p> <p>Only authorised persons use the machine.</p> <p>Emergency stop switch clearly marked and accessible.</p> <p>Area around the machine dry and slip/trip free/clear of off-cuts</p> <p>All moving drive parts guarded/electrical supply cable protected</p> <p>Operator using correct PPE - eye/face/hearing/foot/hands/body.</p>
*Electric Arc Welder	<p>Welder Trained.</p> <p>Only authorised / trained persons use welder.</p> <p>Earth cable adequately earthed to work.</p> <p>Electrode holder in good condition/safe</p> <p>Cables, clamps & lugs/connectors in good condition.</p> <p>Area in which welding machine is used is dry/protected from wet.</p> <p>Welder using correct PPE - eye/ face/foot/body/respirator.</p> <p>Correct transparent screens & warning signs placed</p>



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*Woodworking Machines	<p>Operators Trained.</p> <p>Only authorised persons use machines.</p> <p>Provided with guards.</p> <p>Guards used.</p> <p>Operators using correct PPE - eye/face/feet/hearing</p> <p>Circular saws strictly operated according to prescribed methods and settings</p> <p>Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications</p>
*Compressors	<p>Relief valves correctly set and locked / sealed.</p> <p>Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.</p> <p>All drives adequately guarded.</p> <p>Receiver/lines drained daily</p> <p>Hoses good condition/clamped, not wired</p> <p>Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</p>
Concrete Mixer / Batch Plant	<p>Top platform provided with guardrails.</p> <p>Dust abatement methods in use.</p> <p>Operators using correct PPE - eye / hands / respirators.</p> <p>All moving drive parts guarded.</p> <p>Emergency stops identified / indicated and accessible.</p> <p>Area kept clean/dry/and free from tripping and slipping hazards.</p> <p>Operators' overseer identified and crane signals displayed and used.</p>
*Gas Welding / Flame Cutting Equipment	<p>Only authorised/trained persons use the equipment.</p> <p>Torches and gauges in good condition.</p> <p>Flashback arrestors fitted at cylinders and gauges.</p> <p>Hoses in good condition/correct type/all connections with clamps</p> <p>Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.</p> <p>All cylinders regularly checked for leaks, leaking cylinders returned immediately</p> <p>Fire prevention/control methods applied/hot work permits</p>

14.17 PLANT & STORAGE YARDS/SITE WORKSHOPS SPECIFICS

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



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

14.18 WORKPLACE ENVIRONMENT, HEALTH AND HYGIENE

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used



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*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and dieseline into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

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

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

THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES



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

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

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

This list must not be taken to be exclusive or exhaustive!

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

THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

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

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

Regulation No. 8	- fall protection
Regulation No. 9	- Structures
Regulation No. 10	- Formwork and support work
Regulation No. 11	- Excavation work
Regulation No. 12	- Demolition work
Regulation No. 13	- Tunneling
Regulation No. 14	- Scaffolding
Regulation No. 15	- Suspended platforms
Regulation No. 16	- Boatswain's chairs
Regulation No. 17	- Material hoists



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Regulation No. 18	- Batch plants
Regulation No. 19	- Explosive powered tools
Regulation No. 20	- Cranes
Regulation No. 21	- Construction vehicles & mobile plant.
Regulation No. 22	- Electrical installations and machinery on construction sites
Regulation No. 23	- Use and temporary storage of flammable liquids on construction sites
Regulation No. 24	- Water environments
Regulation No. 25	- Housekeeping on construction sites
Regulation No. 27	- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive!

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

GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

LEGAL FRAMEWORK

The below listed Acts and Principles applies to the State as well as to State owned buildings and premises:

The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"

The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority

The Fire Brigade Services Act 1987, Act 99 of 1987 as amended

The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)

The Post Office Act 1958 (Act 44 of 1958) as amended

The Electricity Act 1984, Act 41 of 1984

The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997;

Legislation pertaining to water usage and the environment;

Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)

Common Law.



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LEGAL LIABILITIES

Common Law is mainly based on the following principles :

Would the reasonable person have foreseen the hazard?

That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration

Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25.

Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

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

Phase priorities and production/plant layout

Enclosures

Pits, openings and shoring

Storage facilities

Effective, sufficient and maintained lighting or illumination

Principal sources of injuries e.g. stairways, runways, ramps, loose building material

Oil, grease, water, waste, rubble, glass, storm water

Color coding

Demarcations

Pollution

Waste disposal

Ablution and hygiene facilities

First aid

This list must not be taken to be exclusive or exhaustive!

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

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

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.



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LOCKOUT SYSTEMS – ELECTRICAL

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

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

INCIDENT INVESTIGATION

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

GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.

The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e).

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

IMPORTANT LISTS AND RECORDS TO BE KEPT

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

List of appointments

List of record keeping responsibilities

Inspection checklist

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

LIST OF APPOINTMENTS

ITEM	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	Client



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2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Health and Safety Officer	Contractor
7.	7(1)	Person to Carry Out Risk Assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall Protection Planner	Contractor
10.	10 (a)	Formwork & Support Work Supervisor	Contractor
11.	10(e) + (f)	Formwork & Support Work Examiner	Contractor
12.	11(1)	Excavation Supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional Engineer or Technologist	Contractor
14.	11(3)(k)	Explosives Expert	Contractor
15.	12(1)	Supervisor Demolition Work	Contractor
16.	12(2) + (3)	Demolition Expert	Contractor
17.	12(11)	Explosives Expert	Contractor
18.	14(2)	Scaffold Supervisor	Contractor
19.	15(1)	Suspended Platform Supervisor	Contractor
20.	15(2)(c)	Compliance Plan Developer	Contractor
21.	15(8)(c)	Suspended Platform Expert	Contractor
22.	15(13)	Outrigger Expert	Contractor
23.	17(8)(a)	Material Hoist Inspector	Contractor
24.	18(1)	Batch Plant Supervisor	Contractor
25.	18(7)	Batch Plant Operator	Contractor
26.	19(2)(b)	Power Tool Expert	Contractor
27.	19.2 (g) (i)	Power Tool Controller	Contractor
28.	20(f)	Tower Crane Operator	Contractor
29.	21(1)(d)(i)	Construction Vehicle and Mobile Plant Operator	Contractor
30.	21(1)(j)	Construction Vehicle and Mobile Plant Inspector	Contractor
31.	22(d)	Temporary Electrical Installations Inspector	Contractor
32.	22 (e)	Temporary Electrical Installations Controller	Contractor
33.	26 (a)	Stacking and Storage Supervisor	Contractor
34.	27 (h)	Fire Equipment Inspector	Contractor

LIST OF RECORD KEEPING RESPONSIBILITIES

item	CR	RECORDS TO BE KEPT	Responsible Person
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor



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4.	5(7)	Health and Safety File opened and kept on site (including all documentation required into. OHSA & Regulations Available on request	Every Contractor
5.	5(8)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.e. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan	Contractor
8.	7(2)	Risk Assessment - Available on site for inspection	Contractor
9.	7 (9)	Proof of Health and Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6(1)] has latest updated version of Fall Protection Plan [CR 8(1)]	Contractor
11.	9(2)(b)	Inform contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
14.	9(5)	Maintenance records - safety of structure - Available on request	Owner of Structure
15.	10(d)	Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection - On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available, on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(j)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24.	27(l)	Fire Evacuation Plan	Contractor



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INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR14: SCAFFOLDING:	
CR15: SUSPENDED SCAFFOLDING:	
CR17(6): MATERIAL HOIST (S):	
CR18(1): BATCH PLANT:	



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CR8(1)(a): FALL PROTECTION:	
CR11(1)(1): EXCAVATION WORK:	
CR12: DEMOLITION WORK:	
CR19(2)(b): EXPLOSIVE POWER TOOLS	
CR26(a): STACKING	

INSPECTION				
SECTION/REGS	ITEM CHECKED	N/A	YES	NO
APPOINTMENTS				
CR6(1)	Supervisor:			
CR6(2)	Assistant Supervisor:			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 12(1)	Demolition Director			
DOCUMENTS				
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Notification of Construction Work			
CR 7(2)	Risk Assessment			
CR 7(9)(e)	Proof of the Health & Safety Induction Training			
CR 11(13)(h)	Inspection of Excavation (Records)			
CR 20(g)	Crane Operator Medical Certificate			
CR 21(11)	Mobile Plant Operator Medical Certificate			
CR 18(9)	Batch Plant Repairs & Maintenance Records			
CR22(d)	Temporary Electrical Installation Record			
CR 5(7)	Health & Safety File			
CR 15(11)	Suspended Platforms' Performance Records			
CR 17(b)& (c)	Material Hoists Record Book			
IMPROV NOTICE	Scaffolding Log Book			
CR 21(1)(d)(ii)	Medical Certificate of Fitness			
CR 21(1)(l)	Construction Vehicle & Mobile Plant Register			
CR 22(d)	Electrical Installation & Machinery Register			
INCIDENTS				
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			
PUBLIC SITE				



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FR 2(1)	Sanitary Facilities			
CR 28(1) (c)	Changing Facilities for each sex			
CR 25(d)	Perimeter fence & no admittance			
CR 25(e)	Overhead protection netting/falling objects			
NB Notice	Pedestrian warning			
PERSONAL SAFETY EQUIPMENT				
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
SAFETY PLANS				
FIRST AID				
GSR 3(6)	Name(s) of First Aider(s):			
CR 4(1)(3)	Client's Health & Safety Specification			
CR5	Principal's contractor H&S Plan			
FIRE HAZARD & PRECAUTIONS				
GSR 4	Flammables used, waste, hot work, diesel, fuel, gas			
ER 9(1)	Portable Extinguishers			
ELECTRICAL INSTALLATIONS & MACHINERY				
CR22	Guarding & PPE to Electrical Installations			
ILLUMINATION				
ER 3(6)	Dangerous Places and signage as well			
	Housekeeping			
ER6(2)(b),(c),()	Clear space storage			
ER6(3)	Disposal of waste			
EXCAVATIONS				
CR 11(3)(l)	Barricades (plus illumination!)			
CR 11(3)(c)	Safe Depth Shoring/Bracing			
CR 11(1)(a)	Monitored			
CR 11(3)(h)	Excavation Inspection Record			
GUARDING				
ER 6(2)(f)	Floor Openings (plus illumination!)			
	Floor slab sides, Shafts (plus illumination!)			
SITE EQUIPMENT				
GSR 13A(a)	Ladders condition, secured			
IMPROV	Scaffold condition, secured			
	Platforms no. of boards condition Support 1.25. Toe Boards			
IMPROV	Hand Rails			
SITE MACHINES				
DMR 3(2)(3)	Circulars, guards, riving knives			
DMR 2(a)	Mixers guarded			
ELECTRIC POWER				
EMR 6(1)	Supply Board, condition E.L Relay Test			



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GMR 3(1)	Condition of Tools, Leads, Plugs, etc			
LIFTING MACHINE/TACKLE				
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
EXPLOSIVE POWERED TOOLS				
CR 19(1)	Safe Use and Storage			
IMPROV	Warning Notice			
ROOF WORK				
CR 8(1)	Safety equipment & precautions			
CR 8(2)	Fall protection plan			
CR 8(3)	Updated fall protection plan			
ASBESTOS CEMENT				
AR 10(a)	Suitable Tools			

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



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HEALTH AND SAFETY FILE COMPILATION AND CONTENTS

(Document attached)

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

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

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS

(Document attached)

IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)

“ATTACHMENTS”

HEALTH AND SAFETY FILE COMPILATION AND CONTENT

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS

EMERGENCY CONTACT DETAILS - HEALTH & SAFETY ONLY

HEALTH AND SAFETY FILE COMPILATION & CONTENTS

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

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

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

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



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

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

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

TYPES OF REGISTERS

Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
H&S Representatives ('SHE - Reps') Inspection Register;
Arc & Gas Welding & Flame Cutting Equipment Inspections;
Inspection of Cranes'
Inspection of Ladders
Inspection of mobile plant and other machinery
Inspections of scaffold
Inspections of hand tools and electrical power tools
Inspection of Vessels under Pressure plus all other excluded under VUP regulations
Firefighting equipment

The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 14.10.3

Documents are as follows:

Full version of the copy of OHSAct (updated) (General Administrative Regulation 4.)
Proof of Registration and good standing with a COID Insurer (CR 4(1)(g))
Appointments – in terms of the Construction Regulations * [See references Page 4]
Notification of Construction Work – Annexure 1 [CR 3]
Scope of work [CR 5(9)]
Records of drawings, designs, materials used and similar information concerning the completed structure [CR 5(8)]
H&S Specifications [CR 4]
H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]
Proof of Periodic Audits [CR 4, 5 & 6]
List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]
Contractor Agreements (MANDATORY AGREEMENTS) [CR 5(9)] [section 37(2)]
Input by Construction Safety Officer [CR 6(7)]
Risk Assessment [CR 7(1)]
Copy of Risk Assessment [CR 7(2)]



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Medical Certificates of Fitness - Cranes [CR 20(g)]
Medical Certificates of Fitness - Construction vehicles [CR 21(1)(d)(ii)]
Medical Certificates of Fitness – Suspended platforms [CR 15(12)(b)]
Proof of H&S Induction Training [CR 7(4) & (7) & (9)(b)]
Proof of training on Hazards and Work Related Procedures [CR (7)(4)]
Fall Protection Plan (building constructions) [CR 8]
Designer notice to contractor of dangers and hazards relating to construction work [CR 9(2)(b)]
Drawings design of structure [CR 9(3)]
Records of Inspections of Structure [CR 9(4)]
Maintenance records – structure safety [CR 9(5)]
Record Excavation Inspection [CR 11(3)(h)]
Method Statement – Excavation Work [CR 11(3)(k)]
Method Statement – Demolition Work [CR 12(2)]
Method Statement – Demolition Work (use of explosives) [CR 12(11)]
Operational Compliance Plan – Suspended Platforms [CR 15(2)(c)]
Certificates, design calculations, sketches and test results [CR 15(3)]
Examination results [CR 15(9)]
Suspended Platform Inspection and Performance Test records [CR 15(11)]
Proof of Training [CR 15(12)(c)]
Proof of Training [CR 12(1)]
Proof of Training [CR 21(1)(d)(i)]
Material Hoist Inspections [CR17(8)(c)]
Maintenance Records Material hoist [CR17(8)(d)]
Record Batch Plant Maintenance & Repair [CR18 (9)]
Register for control of cartridges/nails studs – explosive powered tools [CR19(2)(g)(ii)]
Findings and control measures of daily inspections Construction Vehicles & Mobile Plant [CR21(1)(j)]
Record of Temporary Electrical Installation Inspections [CR22(d)]
Record of Electrical Machinery Inspections [CR22(d)]
Proof of Training [CR 27(i)]
Evacuation Plan [CR 27(l)]
H&S Rep & Committee Members details
H&S Committee Meetings' Minutes
Other appointments in terms of OHSAct 85 of 1993

The following further identified requirements in terms of the Act and other Regulations of the Act are similarly applicable as part of the contents of the 'Health and Safety File':

Details of Inspections (by Department of Labor)
Recording and Investigation of Incidents – Annexure 1 [GAR 9(1-3)]
Action taken on all incidents [GAR 9(4)]
Certificates of Competency in First Aid [GSR 3(4)]
Record of Medical Surveillance required in terms of OHASA
Proof of compliance with Asbestos Regulation requirements (WHERE APPLICABLE)
Proof of compliance with Major Hazard Installation requirements



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The Appointments to be made in writing with job descriptions as per the Construction Regulations may include some or all of the following:

PRINCIPAL CONTRACTORS-	[CR 4(1) (c)]
CONTRACTORS-	[CR 5(3) (b) + (11)]
COMPETENT PERSONS-	[CR 6(1) + (2)]
CONSTRUCTION SAFETY OFFICER-	[CR 6(6)]
RISK ASSESSOR-	[CR 7(1) + (4)]
FALL PROTECTION PLANNER-	[CR 8(1)(a)]
FORMWORK & SUPPORT SUPERVISOR-	[CR 10(a) + (e) + (f)]
EXCAVATION SUPERVISOR-	[CR 11(1) + (3)(b)(ii)(b) + (3)(k)]
DEMOLITION SUPERVISOR-	[CR 12(1) + (2) + (3) + (11)]
SCAFFOLD SUPERVISOR-	[CR 14(2)]
SUSPENDED WORK SUPERVISOR-	[CR 15(1) + (2)(c) + (8)(c) + (13)]
MATERIAL HOISTS INSPECTOR-	[CR 17(8)(a)]
BATCH PLANT OPERATOR	[CR 18(1) + (7)]
EXPLOSIVE POWER TOOLS INSPECTOR-	[CR 19(2)(b) + (2)(g)(i)]
CRANE OPERATOR-	[CR 20(f)]
CONSTRUCTION VEHICLE OPERATOR-	[CR 21(1)(d)(i) + (1)(j)]
ELECTRICAL INSTALLATIONS INSPECTOR-	[CR 22(d) + (e)]
STACKING & STORAGE SUPERVISOR-	[CR 26(a)]
FIRE EQUIPMENT INSPECTOR-	[CR 27(h)]
DESIGNER-	[CR 9(2)]

EMERGENCY CONTACT DETAILS

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

SERVICE

NUMBER

CONTACT PERSON



Hospital		



Ambulance		



Water		
Electricity		



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Police		



Fire Brigade		



Engineer		

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

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2003

The Minister of Labour has under 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 in the managing the overall construction work.

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

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

“client” means any person for whom construction work is performed;

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

“construction work” means any work in connection with—



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(a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

(b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

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

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

“designer” means any person who—

prepares a design;

checks and approves a design;

(c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;

(d) architects and engineers contributing to, or having overall responsibility for the design;

(e) build services engineers designing details for fixed plant;

(f) surveyors specifying articles or drawing up specifications;

(g) contractors carrying out design work as part of a design and build project;

(h) temporary works engineer designing formwork and false work; and

(i) interior designers, shop-fitters and landscape architects.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

“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;



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

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

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

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

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

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

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

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

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

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

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

“structure” means—

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

(b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or



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(c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

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

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

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

Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

The provisions of sub 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 dwelling upon completion thereof.

The provisions of sub 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—

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 3m.

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 1m; 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.



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(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.

Client

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 documented health and safety specification for the construction work, and provide any principal contractor who is making a bid 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 sub 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 sub regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;

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

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 sub 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 that 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 person so appointed.



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(6) No client shall appoint any person as his 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 specification 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 far as is 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 bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;

to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;

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;

(e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;

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

to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the 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.



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(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, clients 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 is 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 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) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

(2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.



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(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.

The appointed construction safety officer as contemplated in sub regulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).

(8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

Risk assessment

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—

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;

a monitoring plan; and

(e) a review plan.



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(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.

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.

A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

Notwithstanding the requirements laid down in sub regulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

Every employee on site shall-

(a) be in possession of proof of the health and safety induction training as determined in sub regulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and

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;

steps to be taken in order to ensure the continued adherence to the fall protection plan.



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(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;

the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;

the programme for the training of employees working from elevated positions and records thereof; and

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;

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—

that the roof work has been properly planned;

that the roof erectors are competent to carry out the work;



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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;

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;

that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

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

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—

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;

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;

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.

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;



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- (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
- (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
- (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;

conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and

ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.

A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.

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

(5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

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 upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;



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(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;

upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);

(k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;

(l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and

(m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

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



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(ii) such an excavation is in stable material: Provided that—

(aa) permission being given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and

(bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be;

(c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;

(d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

(e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;

(f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;

(g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

(h) cause every excavation, including all bracing and shoring, to be inspected—

(i) daily, prior to each shift;

(ii) after every blasting operation;

(iii) after an unexpected fall of ground;

(iv) after substantial damage to supports; and

(v) after rain,

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

(i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—



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- (i) adequately protected by a barrier or fence of at least one meter 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 unsupported overhanging material, which has not been adequately supported, shored or braced;

(c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;



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- (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
 - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
 - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
 - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
 - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (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 travelling 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.



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(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.

Tunnelling

13.(1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.

(2) Notwithstanding the provisions of sub regulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

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.

(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) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and

(c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the—

(i) competent person who has been appointed for supervision;

(ii) competency of erectors, operators and inspectors;



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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

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.

The contractor shall ensure that—

- (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
- (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;



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- (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform—
- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
 - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
 - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A contractor shall cause—
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 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 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;



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- (c) all safety devices are not tampered with or vandalised;
 - (d) the maximum mass load of the platform is not exceeded;
 - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
 - (f) there are no visible signs of damage to the equipment; and
 - (g) all reported operating problems have been attended to.
- (11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—
- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
 - (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least—
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;
 - (iii) information on the dangers related to the misuse of safety devices; and
 - (iv) information on the procedures to be followed in the case of—
 - (aa) an emergency;
- 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.



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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 therefrom.

(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—

(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.



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- (7) No contractor shall require or permit any person to ride on a material hoist.
- (8) A contractor shall cause every material hoist—
- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
 - (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
 - (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
 - (d) to be properly maintained and that the maintenance records in this regard are kept on site.

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.
- (3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—
- (a) placed in an easily accessible position; and
 - (b) constructed in such a manner as to prevent accidental starting.
- (4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub regulation (1).
- (6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—
- (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorise 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.



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(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. 2920 dated 23 October 1992, 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—

- (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



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(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.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used—

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

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



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- (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 signaling 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 signaling 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.

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.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that—



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- (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—

where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-

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



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- (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.

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.

Housekeeping on construction sites

25. Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R 2281 dated 16 October 1987, as amended, a contractor shall ensure that—

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

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;



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- (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;
- (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;



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- (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. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

- (a) at least one shower facility for every 15 workers;
- (b) at least one sanitary facility for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

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 organisation 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.



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Repeal of regulations

31. The following regulations are herewith repealed:

- (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.

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:



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(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

Exact physical address of the construction site or site office:

Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

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

12. Planned number of contractors on the construction site accountable to principal contractor: _____

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date



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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.

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 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 Shephard 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 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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Department of Labour

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS, 2003

Chief Directorate

of

Occupational Health and Safety

INTRODUCTION

As the name of the regulation indicates, the General Administrative Regulations determines the administrative procedure of the Occupational Health and Safety Act. This procedure was not placed in the Act itself owing to the fact that changes can be made to a Regulation with greater ease than that of a Section in the Act. A change to a Section of the Act needs to be passed by parliament whereas the Minister of the relevant Department can approve a change in a Regulation.

The General Administrative Regulations, as is the case with all other regulations, is an extension of the Act and should therefore be seen as a complete unit.

Terms, which were previously defined in the Act, are not redefined in the Regulations. If a specific definition does not appear in the Regulations, then it should be available in Section 1 of the Act.

DEFINITIONS

All new phrases as well as words (expressions and words which differ from the standard dictionary definitions) that are used in this regulation, which have not been defined in the Act, will be defined in this regulation. Where the Act or regulation refers to "mean" the definition in the Act or regulation must be considered and where there's reference made to "It Includes" definition from the Act and regulation including the oxford dictionary must be considered

ACCESS TO PREMISES

It is prohibited for an employer to refuse an inspector entry to perform his or her function because an inspector is entitled by the law to enter employer's workplace.

Employers should always ensure that inspectors are accompanied by a person who has knowledge and experience of the activities and safety requirements of the workplace.

EXEMPTIONS



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Any exemption, which has been granted to any person, shall be signed by the Chief Inspector of the Department of Labour. An person who wishes to apply for an exemption should forward his/her application to the office of the Chief Inspector in Pretoria. The application for exemption should indicate proof that the health and safety of persons who are likely to be affected by the exemption will not be prejudiced in consequences of it. Health and safety representatives and committees must be consulted during the whole process and given time to comment.

COPY OF THE ACT

Employees together with employers have certain duties and rights, which have been assigned to them in terms of the Act. In order to comply with the provisions of the Act and regulations, each employee must have access to a copy of the Act. This regulation requires that—

Each employer with 5 or more employees shall have a copy of at least one Act, which will be made readily available for perusal by the employee. Owing in the fact that a workplace can be made up of a very large area, and that the legislator did not intend to be unreasonable, various concessions are made. For example, a meter-reader in the town of Brits' workplace is the Municipal area of Brits. In such a case it is expected that a copy of the Act be made available at the point where the employee reports for duty in the morning, or any other suitable position as agreed upon with the employer.

Each employer with less than 5 employees, shall, if requested provide a copy of the Act for perusal by the employees. This includes farm workers and domestic servants.

The copy of the Act may be an electronic reproduction or from a library. The Act and Regulations are amended from time to time, and it is therefore important to remember that one must obtain a copy of the latest amendments to keep up to date with the current legislation.

HEALTH AND SAFETY COMMITTEES

Health and Safety committees are made up of all the Health and Safety Representatives together with an equal amount of employer appointee representatives to represent the employer (there can be more than one committee to avoid a large congregation of representatives). If more than two committees are established, each health and safety representative must be member of at least one of the committees. These committees are the point around which self-regulation revolves.

Employer should provide necessary equipment, facilities and stationary required by the committee in order them to perform their functions.

It is important to keep the records of the meeting as they can be used as evidence for action taken to eliminate hazards and vice versa

NEGOTIATIONS AND CONSULTATIONS BEFORE DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

The regulation prescribes the items which must be agreed upon during negotiations between the employer and employees representatives. If a dispute arises between the employees and employers or his authorised representative, the matter should be referred for arbitration. Both parties shall submit a statement within a prescribed period to both the arbitrator and the other party concerned.



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The statement is to contain the following information:

The proposal for the arrangements and procedures for the nomination of the Health and Safety Representatives.

The decision which is sought.

The arbitrator should then:

Determine when and where the arbitration procedure shall be held. The arbitration may be held in the absence of the party who failed to submit a statement to the arbitrator and other party;

Determine whether a pre-hearing conference shall be held;

Determine which arbitration procedures shall be followed;

Determine the procedures for the admission of evidence;

Determine the admissibility of hearsay evidence; and

Determine other relevant procedural matters.

In terms of Section 17(2) of the Act both parties are to come to a decision within 14 days as to who the arbitrator shall be. If no decision can be made, the president of the Labour Court is to be notified in writing. The president of the Labour Court in consultation with the Chief Inspector shall appoint an arbitrator, whose decision shall be final. This arbitrator will be entitled to receive remuneration as is payable to an additional member of the Labour Court.

DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

The employer must designate Health and Safety Representatives as follows:

Shops and offices— one for up to 100 employees; and

Workplaces other than shops and offices— one for up to 50 employees.

The employer shall ensure that employees designated as health and safety representatives meet the following requirements:

Employed in a full-time capacity in the specific workplace or section thereof;

Acquainted with conditions and activities at that workplace or section thereof, and

Taking into account the nature of hazards associated with the activities of the workplace or section thereof, the employer shall provide as far as is reasonable practicable health and safety training to the health and safety representatives on how to identify health and safety risks and how to conduct inspections of the workplace or section thereof.

REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES



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Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to be extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows—

Where a person, as a result of the incident;

Dies;

Becomes unconscious;

Suffers the loss of a limb or part thereof;

Is injured to the extent that he is likely to die;

Is injured to the extent that he is likely to be permanently disabled;

Is injured to the extent that he is likely to be off for a period of 14 days or more;

Cannot perform his normal duties (those duties for which he was employed).

An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.

The health and safety of any person is endangered and where –

A dangerous substance was spilled;

The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place;

Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or

Machines, which ran out of control

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.

Any other person may in writing, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

RECORDING AND INVESTIGATION OF INCIDENTS

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.



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These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.

The employer, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers.

The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

The health and safety committee shall examine this record at their next meeting.

WITNESS AT AN INQUIRY

The chief inspector can, in terms of Section 32, direct an inspector to hold a formal inquiry as a result of an incident reported in terms of Section 24 (refer to Regulation 6). In such an instance, the inspector shall inform the employer or user of machinery of his intentions, and request the following from him/her:

That all persons witness to the incident; and

That any other person as required by the inspector be notified in connection with the time, date and venue of the formal inquiry.

The employer or user of machinery is to establish which persons are likely not to attend the inquiry, and shall advise the inspector of the names and addresses of such persons to allow the inspector to subpoena such persons.

RETURNS

An employer or user shall furnish the inspector with such information as requested for the purpose of the Administration of the Act.



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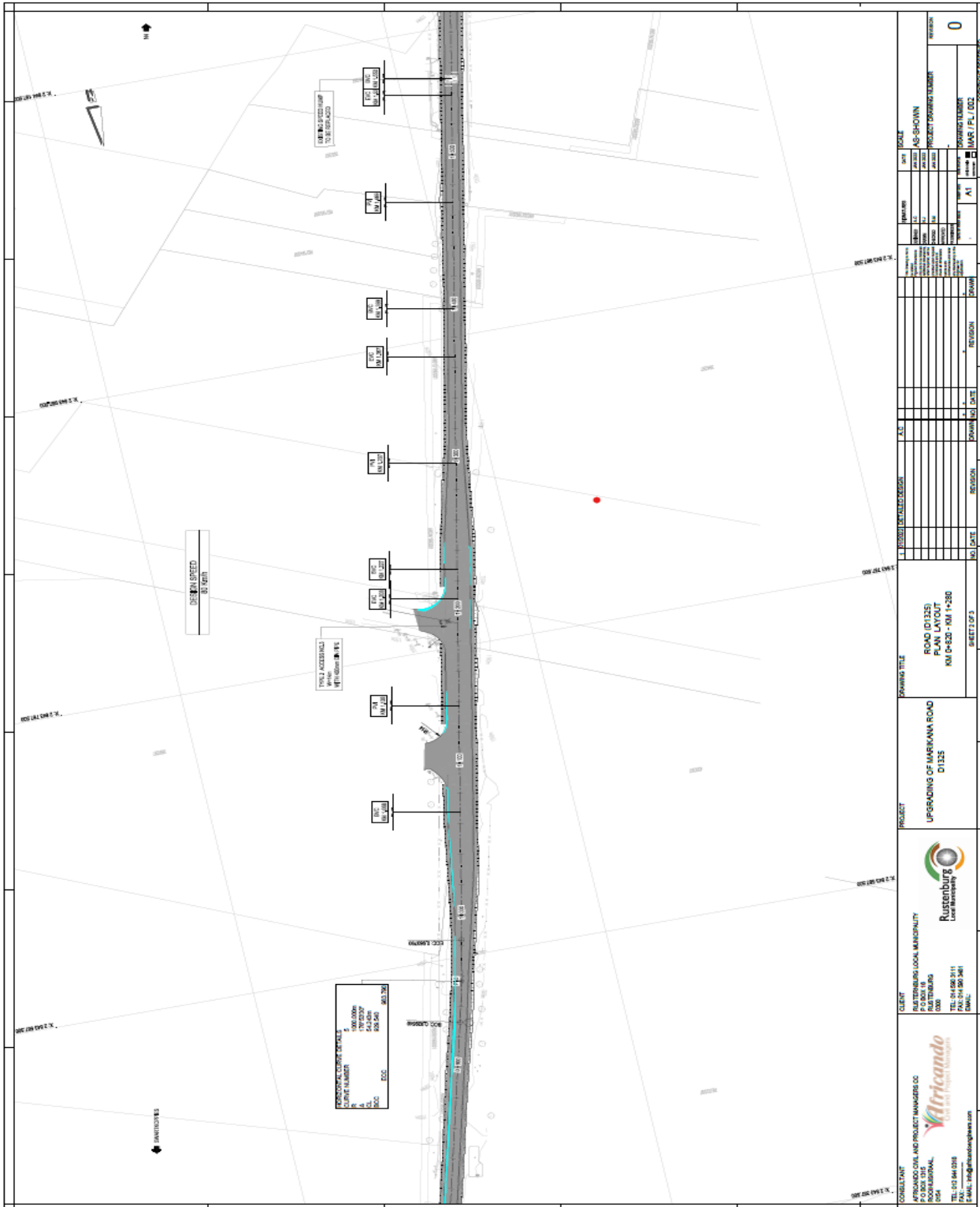
TENDER DRAWINGS.

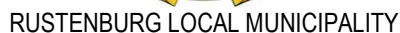
**RLM/OMM/0166/2024/25 - RE-ADVERT: APPOINTMENT OF A
CONTRACTOR FOR THE CONSTRUCTION OF MARIKANA
ROAD (D1325) IN MARIKANA CENTRAL BUSINESS
DISTRICT.**





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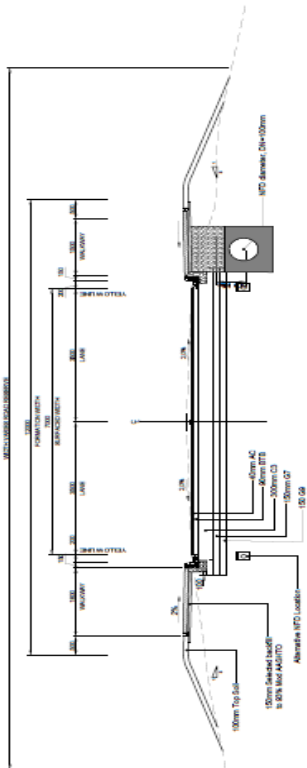




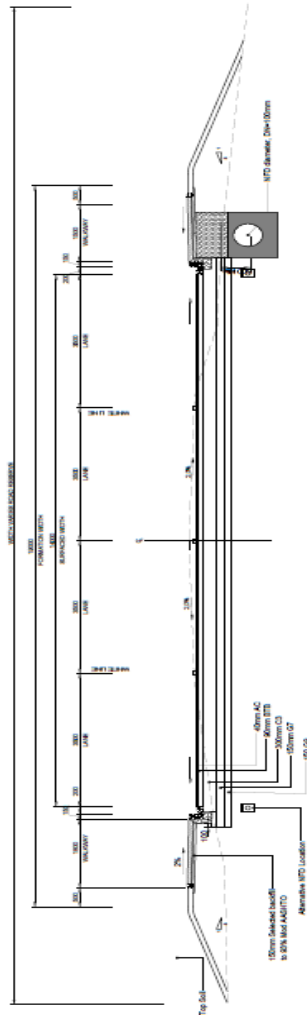
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MATERIAL REQUIREMENTS			
DESCRIPTION	MATERIAL TYPE	THICKNESS (mm)	COMPACTION % MOD ADJUSTED DENSITY
SURFACING	AC	40	-
BASE	BTB	80	-
SUBGRADE	C3	200	87%
UPPER SELECTED	C3B	150	85%
LOWER SELECTED	C3B	150	85%

MATERIAL REQUIREMENTS			
DESCRIPTION	MATERIAL TYPE	THICKNESS (mm)	COMPACTION % MOD ADJUSTED DENSITY
SURFACING	S.A	80	-
BASE	SAB	20	-
SUBGRADE	C4	150	87%
UPPER SELECTED	C4B	150	85%
LOWER SELECTED	C4B	150	85%



TYPICAL CROSS SECTION FOR ROAD D1325



TYPICAL CROSS SECTION ON WIDENED SECTIONS

CONSULTANT	AFRICANDO CIVIL AND PROJECT MANAGERS CC	CLIENT	RUSTENBURG LOCAL MUNICIPALITY	PROJECT	UPGRADING OF RUSTENBURG ROAD (D1325)	DRAWING TITLE	TYPICAL CROSS SECTIONS FOR D1325	SCALE	1:50
P.O BOX 1315	PRETORIA 0001	P.O BOX 18	PRETORIA 0001	PROJECT NUMBER	0	DATE	15 MAR 2021	REVISION	0
TEL: 011 462 2141	TEL: 011 462 2141	TEL: 011 462 2141	TEL: 011 462 2141	DESIGNER	AI	NO	DATE	REVISION	0
FAX: 011 462 2141	FAX: 011 462 2141	FAX: 011 462 2141	FAX: 011 462 2141	DATE	15 MAR 2021	NO	DATE	REVISION	0
E-MAIL: info@africando.co.za	E-MAIL: info@africando.co.za	E-MAIL: info@africando.co.za	E-MAIL: info@africando.co.za	DATE	15 MAR 2021	NO	DATE	REVISION	0

